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The Solicitors' Journal.

LONDON, JANUARY 26, 1867.

A VERY IMPORTANT DECISION upon the county courts equitable jurisdiction was pronounced by Vice-Chancellor Stuart on Wednesday last, in the case of *Wilcox* v. *Marshall*, which was an appeal from the Gloucestershire County Court. Mr. Lloyd, the judge of that court, had decreed specific performance of an agreement by the defendant to let to the plaintiff a dwelling-house and orchard for ten years at £24 a-year rent; and from this decision the defendant appealed. The argument for the appellant rested upon the fourth clause of the first section of the Act, which says:—"In all suits for specific performance, or for the delivering up or cancelling any agreement for the sale or purchase of any property, where the purchase-money shall not exceed £500," the county Courts should have jurisdicrion. The contention was, that an agreement to take a lease did not come within the clause, because it was not a sale or purchase of any property," and it appears that five county court judges have, in different parts of the kingdom, so held. The Vice-Chancellor, however, adopted Mr. Lloyd's view of the Act, and decided that the words of the section referring to the delivering up or cancelling of agreements showed that the Legislature did not intend to deprive the county court judges of jurisdiction to decree specific performance of leases. No doubt, if the counsel for the respondent had been called upon, he might very well have argued that the rent of £24 per annum for ten years was, in truth, £240 purchase-money for a valuable right incident to property; and that, consequently, the judge had jurisdiction under the words, "where the purchase-money shall not exceed £500." As the decision of the Vice-Chancellor is final, he may now be considered, for the first time, to have settled a question of some perplexity.

IN THE CASE OF *Gardner* v. *London, Chatham, and Dover Railway Company; Ex parte Grissell*, which was a petition presented, under the provisions of the statute 27 & 28 Vict. c. 112, for the sale of some superfluous lands of the railway company, and which was heard by the Lords Justices on Tuesday, the most recent authority on the construction of that statute (*Re The Bishop's Waltham Railway Company*) was cited from 15 W. R. 96, the only publication in which we can discover that it is at present reported.

DR. LUSHINGTON has lately decided in a case (*The Phillipine*), at the Court of Admiralty, that the Court had power, under the Solicitors' Act, to make an order for an attorney, who had recovered property in a cause, to be paid his costs out of the same, and he accordingly made a charge on the money recovered. It was, he said, the first case that had occurred under the Attorneys' Act. We give a fuller account of the case in another column.

TO THOSE WHO are interested in a re-adjustment of the law, as it affects the rating of charities to the relief of the poor—a subject which was lately discussed in these columns *—it will be interesting to learn that the difficulties created by the recent practice of rating schools, and charitable institutions of which there is no beneficial occupation, have been brought before the notice of the Poor Law Board. On Tuesday last a deputation on this subject, consisting of Archdeacon Sinclair (treasurer of the National Society), the Rev. Canon Jennings, Mr. F. S. Powell, M.P., Mr. J. E. Gorst, M.P., Sir Thomas Phillips, Met. Pol. Mag., the Rev. Robert Gregory, the Rev. Alexander Wilson (secretary to the National Society), and Mr. William Holgate (secretary to the Church Institute), waited on the Right Hon. Gathorne Hardy, M.P. It was urged by the deputation that as churches and chapels are exempt from rating there is no reason why schools for the poor should not be equally exempt, and that the law on the subject was uncertain as to what buildings were rateable. Shire-halls, prisons, and police offices, it was stated, were exempted, and therefore schools for the poor, which were equally useful, should be exempted likewise. A member of the deputation mentioned a case in which the sum of £20 had been paid as rates for a national school, a sum which, in a large number of instances, would make just the difference between the solvency and insolvency of a charitable institution. In reply, Mr. Hardy said that he did not admit that the law was uncertain, the decision in the case of the Saffron-hill school had decided it; and quoted an opinion given by Lord Westbury, and a recommendation in favour of rating charitable institutions made by a committee of which the late Sir G. Cornewall Lewis was chairman. At the same time, he must say that certain cases would shortly be made the subject of legal decision, and that, until that decision was come to, it would be premature to speak decidedly on the subject. He would point out that the rating of schools and charitable institutions must always be low, because they would necessarily be always assessed at a very low yearly rental.

In reference to this statement the secretary of St. George's Hospital writes to state that the hospital buildings were rated by the parish of St. George, Hanover-square, at so high a sum as £4,090 per annum, the amount of rate payable in respect of such assessment being £507 18s. 9d. The governors had, at some cost, got that assessment reduced; but they had been compelled to pay or were liable for so much as £378 9s. 9d. in all for parish and metropolitan rates for one year. "If such payments are to be continued, the amount of relief the hospital affords to the poor must" he says, "be seriously curtailed."

We have not at hand the report of the committee in question to refer to, but we are at a loss to understand what grounds there can be for such a recommendation, which are not more than counterbalanced by the obvious inconvenience of diverting charitable funds into the poor rates, and by the way in which such rating operates to shut up the channels of benevolence. The real question appears to be whether or not the poor receive more benefits from the charities which are rated than from the amounts deducted for rates, seeing that such deductions tend to make subscribers withdraw their accustomed contributions. If expediency is to have any weight in the settlement of the question, the rating of charities ought to be abolished. Still, there are undoubtedly difficulties in the way of such total abolition, though they are more in point of detail than in actual principle. The subject is in active hands, and will, no doubt, come before Parliament early in the session.

BY THE DEATH of the Right Hon. Robert King, fourth Earl of Kingston, and Viscount Kingsborough, in the peerage of Ireland, and second Baron Kingston of Michelstown, county Cork, in that of the United Kingdom, his titles and estates devolve on his brother, the Hon. James King, who was born in 1800, and was called to the bar by the Hon. Society of Lincoln's-inn in Easter

* 11 Sol. Jour. 169.

Term, 1827. It does not appear, however, from the *Law List*, that he ever was in actual practice.

MR. B. T. MASON, the town clerk of Doncaster, having, after he had held the office for twenty years, resigned his appointment, it was unanimously resolved by the Town Council, on Monday, to present him with 200 guineas and a gold box, by way of testimonial. Mr. Mason is eighty years of age.

IN ANTICIPATION of the withdrawal from parliamentary life of Admiral Walcott, which he has announced to be his intention, Mr. G. F. Chambers, a member of the bar, has issued an address to the electors of Christchurch, in which he declares himself a candidate. He is "in favour of judicious legal reform."

A CORRESPONDENT, in a letter too political for insertion, writes to ask if we know of any precedent for the appointment of an attorney as justice of the peace for a borough. We believe that James Jay, Esq., of Hereford, who is a practising solicitor, has been in the Commission of the Peace for many years, but, however that may be, we have always maintained, and still think, that there is no reasonable objection to such appointment, and if the particular case referred to be otherwise unobjectionable, as to which we know nothing, we are glad to hear that a precedent has, now at all events, been created. There are numerous instances of retired attorneys who have been made J. P.'s, but only the one, so far as we know (save mayors *ex officio*), of an attorney in actual practice. We are not, however, aware that any practical inconvenience has been found to arise from the exercise of magisterial functions by the numerous solicitors who are from time to time appointed to the mayoralty of their respective boroughs.

THE LORD CHANCELLOR has, it is said, given Mr. P. R. Welch, the registrar of the Leeds Court, who is absent from duty on account of bankruptcy, two months' further leave of absence. The duties of the office in the meanwhile will continue to be discharged by Mr. J. S. Winder, the acting registrar.

IF THE MANY false pretences by means of which men seek to make money could be treated by a moral code and measured by the standard of morality, the punishment awarded by society upon wrong-doers in this respect would, we apprehend, be more severe and decidedly more certain than they receive under the existing law. There are two classes of offences connected with sales by auction which deserve attention, and which have contributed towards lowering the characteristic and inherent justice of such sales in the eyes of the public. We mean "mock-auctions" and "knock-outs."

When a fraud is so far reduced to a system as to give regular employment to several manufacturers of articles used in carrying out that fraud, surely it is time to ascertain whether the law has or not power to put a stop to the injury thereby inflicted on society. A mock auction which has but a fortnight ago been routed out of its den appears to have been the retail medium for the disposal of certain goods manufactured expressly for the purpose of being so sold.

These goods were represented at such auction as electro-plate, but consisted, in reality chiefly of a mixture of pewter and lead treated with acid to give them the appearance of electro-plate. They are wrapped in silver paper as if to preserve their delicate polish, but a set which one deluded customer took to his home and kept packed up for three weeks had become quite black in that short time and could never be polished again. These sets are generally tea and coffee services, and consist of several pieces, one of these, the intrinsic value whereof was sixteen shillings, was sold for about £8. If the law will not touch the perpetrators of such a fraud as the sale of goods under a false representation of their character (the goods having been manufactured expressly to deceive) it exhibits a weakness for which we had not given it credit.

About six weeks ago a lady from the country who had been defrauded at a mock action in High-street, Southwark, applied to Mr. Burcham at the Southwark Police Court. She had been induced to enter the house by a respectable looking man who informed her she would get extraordinary bargains.

A plated tea and coffee service was then put up, and, being told it was silver, she bid £2 for it and paid the money. A gold watch was afterwards knocked down to her for £3 10s., for which she received a warranty that it was genuine gold and in first rate going order. As soon as she purchased the things the doors were closed against her, and, being afraid, she reluctantly paid the money. She had since ascertained that the plated articles were not worth £1, and the watch not more than thirty shillings. As she considered that she had been swindled she thought the best thing she could do was to come to the magistrate for his advice and assistance. Mr. Burcham told her that unfortunately he could not assist her in any way. There could be no doubt she had been swindled, but the parties were too artful in their practices to come within the criminal law. Hardly a week passed but two or three persons came before him making similar complaints against the same parties, and these tricks were exposed in the newspapers, but that did not appear to put a stop to them. All he could do for her was to advise her to summon them to the county court, and, no doubt, the judge would compel them to restore her the money she had been defrauded of.

If plated goods were sold and represented as silver it would scarcely be supposed a difficult matter to prove fraud in such a case; had there been no representation as to quality the doctrine of *caveat emptor* might prevail.

More recently a mock auction in Ludgate-hill has come under the cognizance of another magistrate, and from the evidence of one of the witnesses who had been an accomplice, we learn the extensive ramifications of the conspiracy formed among the proprietors of the place and their myrmidons to run up the lots to a certain price and to goad on any intended dupe who might be backward in bidding.

The existence of each mock auction is known to the police, and they have machinery at their command sufficient to enable them to obtain whatever evidence may be needful to prove a case in court. If then, with this knowledge, and in view of the admitted evil of allowing such a system of fraud to continue, it is not the duty of the police to disperse every mock-auction gang, we cannot understand on what principle they interfere with the traffic of the thimble-rigger, or the respectable individuals who sell in the street for a shilling a purse represented to contain half-a-crown. The prisoners from Ludgate-hill were indicted for unlawfully conspiring together to cheat and defraud the prosecutor, and obtain from him by false pretences the sum of £8 2s., which he had paid for certain articles made of pewter and very slightly electro-plated, but which had been stated by one of them acting as auctioneer to be the best electro-plate, and worth at least twenty guineas. Unfortunately for the ends of justice the goods were really electro-plated, although it was in a very spare manner; and it has been held that mere exaggeration, however gross, is not criminal. The prisoners were acquitted.

Can nothing be done to check this fraud? or must we still groan under the humiliating knowledge that the law permits people to be cheated before our eyes, and that an auctioneer may exaggerate to any extent provided his statements contain only a substratum, which may be less than one-tenth per cent. of the truth?

This subject is well worthy the attention of the pro-

fession, and we turn from it to another of nearly as great importance.

One of those great nuisances—a member of a "knock-out" gang—has been brought to justice by an auctioneer who clearly is not afraid of their menaces. It is a long time since a somewhat animated and indignant correspondence appeared in the daily press, having for its theme this system of "knock-outs," adopted by a set of men who attend public auctions, ostensibly in the capacity of brokers and furniture dealers, but whose object it is to prevent honest purchasers from buying at the market price, that they themselves may buy far below that price, so as to realise a large illegitimate profit by a subsequent sale of their improperly gotten lots. By threats, by ridicule, and by creating a disturbance so as to drive away respectable people, and by a combination not to bid against each other, do they attempt to effect their object, and so far as report goes it would seem that they seldom fail. It was idly asserted by some that an auctioneer has no power to prevent these proceedings, while others who ventured to declare that the power of an auctioneer to preserve order in his sale room, extended to the eviction of all and any disorderly persons, were in a minority. Some few auctioneers declared they had effectually mastered and reduced to discipline all who attended their sales, while others doubted. A furniture dealer has been brought before Mr. Alderman Carter on a summons, charged with having conducted himself in a noisy, disorderly, and turbulent manner, so as to interrupt the complainant in the conduct of his business. The defendant had evidently thought to have his own way at the auction, refusing to take lots which had been knocked down to him, and, on being required to take them, using language which is designated as "foul, disgusting, and blasphemous;" and one of his friends took up a large garden bell and rang it so that no voice could be heard; and we are left to judge that the greatest confusion prevailed for the complainant was compelled to suspend his sale. The defendant was bound over to keep the peace, a decision which, perhaps, under the circumstance, imposed a penalty too light for the offence.

An auctioneer can impose on those atttending his sale any reasonable conditions he may choose for the purpose of insuring their quiet and peacable regulation, and the conditions having been read every one will be held to be subject to them, whether he be an intending purchaser or a mere idle looker-on.

There may be a doubt whether it is or not illegal for any set of men to combine to abstain from bidding against one another, but there is no doubt that any one who by menaces and tumultuous conduct prevents another from bidding, commits a breach of the peace, and renders himself liable to the penalties of the law for that offence, and it is satisfactory to know that at least one auctioneer has had the courage to protect himself and the public from this injury.

Whether the law does or not protect the public against such frauds as a mock auction it at least protects every man in carrying out his lawful calling, and if the auctioneers will but take such measures as they are entitled to adopt to prevent a disturbance, they will thereby benefit not merely themselves, but their customers, and the whole body of *bonâ fide* purchasers.

THEATRES *v.* MUSIC HALLS.

This long-continued contention which, so far as legal proceedings were concerned, had been dormant ever since the decision of the Court of Common Pleas in the case of *Wigan* v. *Strange*, 14 W. R. 103, 1 L. R. C. P. 175, has recently revived with undiminished fervour. In the entertainment which gave rise to that case, the music-hall was undoubtedly sailing very near the wind, though, as the Court decided, affirming the decision of Mr. Tyrwhitt, that the performance in question was not a "stage-play" within the meaning of 6 & 7 Vict. c. 68, the theatrical interest were unable to interfere. Emboldened by the result of that case, and perhaps also looking forward to an alteration of the law in their favour, the music-halls have pushed their advance still further—probably their managers are not averse to giving a practical hint that an extension to them of the privilege at present vested exclusively in the theatres is the only means by which a never-ending recurrence of litigation is to be avoided. It is probable—and certainly to be desired—that the subject may receive the attention of Parliament during the present year. Whatever be the result, the pertinacity of the contending parties makes it exceedingly desirable that the matter should at least receive a thorough discussion.

The question which Mr. Tyrwhitt decided this week was a far easier one than that in *Wigan* v. *Strange;* the Alhambra performance now complained of was really the harlequinade of a pantomime, and it mattered nothing that the usual "burlesque opening" was wanting; the harlequinade is the essential part of a pantomime, and a pantomime this performance undoubtedly was. As a pantomime is also beyond question a "stage-play," the magistrate had no option, but was obliged to fine Mr. Strange for his performance. This decision, it must be remembered, it merely declaratory of the law; it is the law itself of which the music-halls complain; and this is the *pièce de resistance* of the controversy. The music-hall proprietors stoutly contending that the theatres ought not to have a monopoly of dramatic representation, and their opponents maintaining, with equal persistency, that such an alteration of the law is undesirable.

The Select Committee of the House of Commons who sat last session to report upon "Theatrical Licenses and Regulations," have given this question their fullest consideration. Before alluding, however, to the report of this Committee, we shall perhaps be pardoned if we give a slight sketch of the legal history of the matter.

The power of permitting theatres to be opened for the public representation of plays appears to have been originally a portion of the Royal Prerogative. Hence we find the sovereign occasionally granting licenses or patents to persons who desired to open theatres; and hence also the Lord Chamberlain, an officer of the Royal household, with his subordinate, the Master of the Revels, came to exercise a certain practical jurisdiction over dramatic pieces and performances. In 1662 and 1663 Charles II. granted two patents, one to Killigrew and the other to Sir William Davenant, and silenced all other dramatic companies. In 1692 these two patents became united. In 1695 a license (afterwards turned into a patent for twenty-one years) was granted by William III. to Betterton, and from this and the Davenant-Killigrew patent originated the Theatres Royal of Covent Garden and Drury Lane, the "patent theatres" as they used to be called. In 1704 a license was granted by Queen Anne to Sir John Vanbrugh, which originated her Majesty's Theatre.

Up to 1737 there appear to have been no *statutes* relating to theatres, and the only enactments applicable to actors were the Vagrant Acts. In 1737 was passed the 10 Geo. 2, c. 28, "an Act to explain and amend so much of an Act made in the twelfth year of the reign of Queen Anne, intituled 'An Act for reducing the Laws relating to Rogues, Vagabonds, Sturdy Beggars, and Vagrants, into one Act of Parliament, and for the more effectual punishing such Rogues, Vagabonds, Sturdy Beggars and Vagrants, and sending them whither they ought to be sent,' as relates to common players of interludes." This Act appointed the Lord Chamberlain licenser of new plays, and empowered him to grant licenses for plays and other "entertainments of the stage" within the city of Westminster, or wherever the Sovereign might happen to reside. It also forbade the presentation of stage entertainments for hire by any person not having the King's letters patent for the same, or else the Lord Chamberlain's license. It appears, therefore, that under this Act *provincial* theatres could only

be authorised directly by the Sovereign; they are now licensed by justices of the peace under 6 & 7 Vict. c. 68. In 1751 the 25 Geo. 2, c. 36, empowered justices of the peace to grant licenses for music, dancing, "or other public entertainments of the like kind," in London and Westminster and twenty miles round. It is under this latter Act that music halls are licensed, their spirit licenses they obtain direct from the Excise, who, by 5 & 6 Will. 4, c. 39, are empowered to grant spirit licenses to all places licensed by justices of the peace, or by the Lord Chamberlain.

We have now seen how the "patent theatres" originated: from time to time the Lord Chamberlain granted licenses to other theatres for limited periods, or for particular classes of entertainment (we have already noted the origin of her Majesty's theatre in 1704). In 1778 the Haymarket (Foote's theatre), which had come into existence in 1731, received an annual license for the summer months; about 1809 the Lyceum and Adelphi were licensed for "burlettas, music and dancing, with spectacle and pantomime." In 1813 arose the Olympic, in 1835 the St. James's, and in 1836 the Strand. Various theatres too had sprung up meanwhile on the Surrey side and in other places beyond the Lord Chamberlain's jurisdiction. It must be borne in mind that in spite of the establishment of all these minor theatres, the two patent theatres alone enjoyed the right of performing plays all the year round. And it is noteworthy that the managers of minor theatres then assumed precisely the same attitude towards the patent theatres as the music-hall proprietors now adopt towards the regular theatres. Up to 1843 there seems to have been one continual dispute between the patent and the minor theatres, the latter persistently encroaching, and the former as persistently resisting.

Up to 1843 the Lord Chamberlain used to grant annual licenses, under the 10 Geo. 2, c. 28, above mentioned. In 1843 the 6 & 7 Vict. c. 68, extended his jurisdiction to the limits of the Parliamentary boundaries, and inflicted a penalty on the performance of "stage plays" in any place other than a patent or duly licensed theatre, and it is under the 11th section of this Act that proceedings are now taken against Mr. Strange and other music-hall proprietors.

Shortly after the passing of this Act the Lord Chamberlain commenced a practice of granting to all theatres and saloons within his jurisdiction licenses to act "stage plays." The difference between saloons and theatres seems to have been that the latter were attached to taverns, and refreshments were permitted between the intervals of the performances, smoking, however, being forbidden, and nothing in the shape of a table allowed, beyond a mere rail on which to rest glasses. When we call to remembrance the basketwomen, who, at any rate until very recently, were accustomed to squeeze their way between the benches of a crowded pit the moment the curtain had dropped upon each piece, this distinction between theatres and saloons appears to have been rather a nominal one: we speak in the past tense, for in 1866 there were no saloons remaining. No prohibition of smoking or drinking appears in the licenses granted to theatres, but it is an understood thing that they are forbidden. So far for the history of the matter.

The Committee of the House of Commons who sat last summer had before them persons connected in almost every manner with the subject of their inquiry, including among the number Messrs. Horace Wigan, Webster, and Buckstone, and other actors; Messrs. Tom Taylor, Stirling Coyne, and other dramatic authors; Mr. Dion Boucicault, who combined the experience of actor and author; several proprietors and managers of music-halls, including Mr. E. T. Smith, and Mr. Strange, of the Alhambra; Sir Richard Mayne; Captain Shaw of the fire brigade; two metropolitan police magistrates; and (by permission of the House of Lords) the Lord Chamberlain, as well as some other gentlemen connected with his Lordship's office; and last, not least of course, Mr. Green of "Evans." With such witnesses before them the committee were in a position to learn all that could be learnt from the testimony of man, upon the question they met to investigate. Both questioners and questioned displayed considerable efficiency; indeed, many of the former evinced a singular amount of curiosity, and a nice aptitude for putting searching questions on points connected with fancied irregularities, which promised to leave no stone unturned under which the smallest immorality could possibly lurk. Mr. Horace Wigan, in reply to one of the questions put to him, said that he had fancied himself thoroughly versed in theatrical slang, but owned himself distanced by the committee. On the part of the witnesses, Mr. Webster conducted himself with great dignity; Mr. E. T. Smith, if anything, rather overacted himself; while Mr. Green, of "Evans," out of respect perhaps for the privilege of Parliament, refrained from addressing the committee as his "dear boys;" he favoured them, however, with an analysis of the moral bearing of the song of "Sam Hall," and styled himself the "father of the music halls," though "ashamed of some of his children." A mass of very valuable information was given before the committee, in addition to which several most useful and interesting papers were handed in. To one of these, a paper handed in by the Hon. Spencer Ponsonby, the Lord Chamberlain's secretary, we are indebted for much of the information embodied in our historical sketch.

So far as the evidence consisted in the expression of opinion, there was naturally a considerable discrepancy between the statements made by the respective representatives of the two contending interests. The representatives of the music halls desired liberty to play short farces and light pieces, and wished that the restriction at present imposed upon them by the 6 & 7 Vict. c. 68, might so far be abolished; they did not desire the power to play anything of a graver or "heavier" character than a short farce, ballet, or pantomime, and were quite willing to accept the censorship of the Lord Chamberlain as an accompaniment to the desired privilege. Various objections were advanced by the dramatic witnesses against such a change. Mr. Webster said the change would have the effect of draining from the theatrical market much of the material of which actors are made. Mr. Horace Wigan, on the other hand, who is an equally good authority, did not think the supply of actors would suffer. All the theatrical witnesses agreed (and this was their main point) that the drama must inevitably be degraded and lowered by an admission of the music halls to a competition with them in any species of regular "dramatic" representation. To this objection, the reply which naturally occurs to every one is, that free-trade cannot surely be prejudicial to the drama. There is, however, *something* in the theatrical objection—those who maintain it contend (and many of them no doubt with genuine sincerity) that only a very low and broad class of performance will be relished by a smoking, eating, and drinking audience, and that by an inevitable necessity of competition, or by contagion, the performances at the regular theatres will be dragged, at any rate, *towards* the same level. If the proposed change were likely permanently to banish good acting and good pieces from our theatres; to substitute for tragedy, "sensation;" for farce and comedy, mere buffoonery; for legitimate pantomime, gorgeous displays of scene painting, dutch metal, and gymnastics; and for burlesque, mere "legs" and cellar-flap dancing,—so far as such substitution has not already taken place;—if such were to be the effect of the change we should be the last to advocate any alteration of the law. But we cannot acquiesce in the view that such must inevitably be the case. If there be, as the theatrical history of the last ten years shows there is, a section of the public who prefer a high-flavoured style of performance to a genuinely good one, we think their taste will be more appropriately gratified at a music hall than at a theatre. And we

think there is ground to hope that if the proposed alteration be made it may have the effect of diverting this style of entertainment wholly into the new channel which will be thereby opened. The tone of the theatres would be thereby raised, and it cannot be denied that the music-hall audiences would be no losers. With the exception of operatic selections, which the change would enable them to present with dresses and other accompaniments, it is to be anticipated that the music halls would confine themselves to pieces in which spectacle, and what is termed "business" would be the main features. There are few things which are not appropriate in some place. We think performances of this class are rather more adapted to a music hall than a theatre, and they would be a great improvement upon Leotard and songs of questionable tendencies. Had the Lord Chamberlain's censorship extended to the songs sung in music halls, such songs as "The Cure," with many others, would scarcely have been permitted to be sung in public. The extension of some species of censorship to music-hall performances is a collateral advantage which would result from the change, though of course it might be obtainable without it. As a main result from such a change, if made, we are willing to hope that we should see theatres abandoning a style now too common upon their boards, and the music halls presenting their audiences with performances which, however inappropriate they may be to a theatre, are infinitely preferable to a considerable portion of the present music-hall entertainments.

Before we conclude by quoting the report of the committee, we must advert to the evidence of Mr. Tom Taylor, than whom few men are better qualified to advise upon the subject. This gentleman did not *recommend* the extension of any privilege to the music halls, but at the same time, did not apprehend that any particular evil whatever would result therefrom. He made, however, a suggestion which we think eminently worthy of consideration, viz:—that if one theatre were, as a model theatre, to be restricted to certain legitimate entertainments,—tragedy, comedy, and farce for instance,—its influence would be very beneficial. The nearest approximation to such a model theatre as this would be is the *Théatre Francais*. A suggestion was made that the *Théatre Francais* does not "pay:" and as Mr. Tom Taylor remarked, it would be hopeless to expect that the British Government would subsidize a theatre, as is done in France (though public money has been worse spent before now), but the suggestion is certainly worth inquiry, and consideration, and we hope that some honourable member will press it upon the House whenever this subject is debated.

We now come to the report actually made by the committee after hearing the evidence we have alluded to. Briefly the committee were of opinion—

That the present plan of double jurisdiction, under which theatres are licensed by the Lord Chamberlain, and music halls by the magistrates, is unsatisfactory, and that both jurisdictions should be united in the Lord Chamberlain, the censorship of plays being extended so far as practicable to music halls, and other places of public entertainment—and that the decisions of the Lord Chamberlain be subject (so far as the granting of original licenses goes) to an appeal to the Home Secretary, and *that it is not desirable to continue the present restriction which prevents music-halls from giving theatrical entertainments.* (The committee, however, recommend a distinct form of license for those places of entertainment in which eating, drinking, and smoking are allowed).

The committee also report on some other points connected with the safety of the buildings to be licensed for public entertainments; and, as regards the *country*, they recommend that the provincial theatres be placed under the control of the Lord Chamberlain, but so far only as regards the granting of *new* licenses; and that, in respect of the renewal of their licenses, the jurisdiction of the magistrates be continued; with respect to provincial music halls, they are to be left under the magistrates' jurisdiction.

The committee, therefore, have not apprehended any dire evil from the abolition of that restriction respecting "stage-plays" which is contained in the 6 & 7 Vict. c. 68. On the contrary, they have recommended that music halls be permitted to share the privilege at present confined to theatres. It only remains to hope that the subject may be attentively discussed next session, and that whatever is done may be well done and carefully. The metropolitan magistrates will no doubt be delighted if a future statute of 30 & 31 Vict. spares them the liability of being called on ever and anon to decide whether or no same particular *ballet* or other performance does or does not, according to Johnson's Dictionary and the best authorities, come under the definition of a "stage play."

ACTIONS AGAINST NON-RESIDENTS AND ABSENTEES.*

Nearly all governments have found it necessary to authorise their courts, in the administration of justice, to entertain jurisdiction to some extent over non-residents and absentees from their territory. A due regard for the welfare of their own citizens, whose rights of property or person, it is argued, should not be impaired by the absence of persons who may be interested with or related to them, is offered as a justification for the practice. It is proposed, in the present article, to ascertain the proper limits within which such jurisdiction may be exercised. But before entering upon the task, it is thought that a statement of the different modes in which it has been asserted may throw some light upon the discussion. At least it will show how extensively the practice prevails; and in this fact will be found an excuse for the discussion, which otherwise might not be of much practical importance.

In Indiana, California, Kentucky, and Maine, actions at law may be maintained against non-residents upon constructive service of process by publication or such mode as the Court may order. In Tennessee, Mississippi, North Carolina, Vermont, Arkansas, and Colorado, suits in chancery may be maintained against non-residents upon constructive service of process by publication. Actions at law may be brought upon service of like process in Minnesota, Kansas, Nebraska, Ohio, Wisconsin, and New York, where the defendant absconds or withdraws himself from his usual place of abode, with the intent to defraud his creditors or to evade the process of the Court. Reference is now had to actions *in personam*; but it is not to be inferred that all the statutes cited authorise every form of such action.

According to the law of Scotland, suit might be instituted and judgment rendered against an absent subject having heritable property in the Kingdom. Service was effected by proclamation made by a messenger-at-arms at the market cross at Edinburgh and the pier and shore of Leith. On this mode of service a judgment of horning might be rendered, which was executed in a writ giving authority to arrest and *poind*, also to charge the debtor to pay, and, in default of payment, to denounce him as rebel and put him to horn: Bell's Law of Scotland, 2396. The record of such a case will be seen in *Douglass* v. *Forrest*, 4 Bing. 686, where the validity of such a judgment was sustained by the Court of Common Pleas of England. The decision, however, may be regarded as resting upon the statute of 54 Geo. 3, c. 137, in which this mode of serving process was recognised, and not upon any principle of international law.

Under the French law the Attorney-General is charged with the duty of attending to the interests of absentees: Code Civil, liv. 1, T. 4, cap. 1, art. 114. The notice of suit might be left with him, as representative of the absentee: Code Pro. Civ. Partie 1, liv. 2, tit. 2, art. 69. A judgment rendered upon this mode of service in one of the British islands where the French law prevailed

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be authorised directly by the Sovereign; they are now licensed by justices of the peace under 6 & 7 Vict. c. 68. In 1751 the 25 Geo. 2, c. 36, empowered justices of the peace to grant licenses for music, dancing, "or other public entertainments of the like kind," in London and Westminster and twenty miles round. It is under this latter Act that music halls are licensed, their spirit licenses they obtain direct from the Excise, who, by 5 & 6 Will. 4, c. 39, are empowered to grant spirit licenses to all places licensed by justices of the peace, or by the Lord Chamberlain.

We have now seen how the "patent theatres" originated: from time to time the Lord Chamberlain granted licenses to other theatres for limited periods, or for particular classes of entertainment (we have already noted the origin of her Majesty's theatre in 1704). In 1778 the Haymarket (Foote's theatre), which had come into existence in 1731, received an annual license for the summer months; about 1809 the Lyceum and Adelphi were licensed for "burlettas, music and dancing, with spectacle and pantomime." In 1813 arose the Olympic, in 1835 the St. James's, and in 1836 the Strand. Various theatres too had sprung up meanwhile on the Surrey side and in other places beyond the Lord Chamberlain's jurisdiction. It must be borne in mind that in spite of the establishment of all these minor theatres, the two patent theatres alone enjoyed the right of performing plays all the year round. And it is noteworthy that the managers of minor theatres then assumed precisely the same attitude towards the patent theatres as the music-hall proprietors now adopt towards the regular theatres. Up to 1843 there seems to have been one continual dispute between the patent and the minor theatres, the latter persistently encroaching, and the former as persistently resisting.

Up to 1843 the Lord Chamberlain used to grant annual licenses, under the 10 Geo. 2, c. 28, above mentioned. In 1843 the 6 & 7 Vict. c. 68, extended his jurisdiction to the limits of the Parliamentary boundaries, and inflicted a penalty on the performance of "stage plays" in any place other than a patent or duly licensed theatre, and it is under the 11th section of this Act that proceedings are now taken against Mr. Strange and other music-hall proprietors.

Shortly after the passing of this Act the Lord Chamberlain commenced a practice of granting to all theatres and saloons within his jurisdiction licenses to act "stage plays." The difference between saloons and theatres seems to have been that the latter were attached to taverns, and refreshments were permitted between the intervals of the performances, smoking, however, being forbidden, and nothing in the shape of a table allowed, beyond a mere rail on which to rest glasses. When we call to remembrance the basketwomen, who, at any rate until very recently, were accustomed to squeeze their way between the benches of a crowded pit the moment the curtain had dropped upon each piece, this distinction between theatres and saloons appears to have been rather a nominal one: we speak in the past tense, for in 1866 there were no saloons remaining. No prohibition of smoking or drinking appears in the licenses granted to theatres, but it is an understood thing that they are forbidden. So far for the history of the matter.

The Committee of the House of Commons who sat last summer had before them persons connected in almost every manner with the subject of their inquiry, including among the number Messrs. Horace Wigan, Webster, and Buckstone, and other actors; Messrs. Tom Taylor, Stirling Coyne, and other dramatic authors; Mr. Dion Boucicault, who combined the experience of actor and author; several proprietors and managers of music-halls, including Mr. E. T. Smith, and Mr. Strange, of the Alhambra; Sir Richard Mayne; Captain Shaw of the fire brigade; two metropolitan police magistrates; and (by permission of the House of Lords) the Lord Chamberlain, as well as some other gentlemen connected with his Lordship's office; and last, not least of course, Mr. Green of "Evans." With such witnesses before them the committee were in a position to learn all that could be learnt from the testimony of man, upon the question they met to investigate. Both questioners and questioned displayed considerable efficiency; indeed, many of the former evinced a singular amount of curiosity, and a nice aptitude for putting searching questions on points connected with fancied irregularities, which promised to leave no stone unturned under which the smallest immorality could possibly lurk. Mr. Horace Wigan, in reply to one of the questions put to him, said that he had fancied himself thoroughly versed in theatrical slang, but owned himself distanced by the committee. On the part of the witnesses, Mr. Webster conducted himself with great dignity; Mr. E. T. Smith, if anything, rather overacted himself; while Mr. Green, of "Evans," out of respect perhaps for the privilege of Parliament, refrained from addressing the committee as his "dear boys;" he favoured them, however, with an analysis of the moral bearing of the song of "Sam Hall," and styled himself the "father of the music halls," though "ashamed of some of his children." A mass of very valuable information was given before the committee, in addition to which several most useful and interesting papers were handed in. To one of these, a paper handed in by the Hon. Spencer Ponsonby, the Lord Chamberlain's secretary, we are indebted for much of the information embodied in our historical sketch.

So far as the evidence consisted in the expression of opinion, there was naturally a considerable discrepancy between the statements made by the respective representatives of the two contending interests. The representatives of the music halls desired liberty to play short farces and light pieces, and wished that the restriction at present imposed upon them by the 6 & 7 Vict. c. 68, might so far be abolished; they did not desire the power to play anything of a graver or "heavier" character than a short farce, ballet, or pantomime, and were quite willing to accept the censorship of the Lord Chamberlain as an accompaniment to the desired privilege. Various objections were advanced by the dramatic witnesses against such a change. Mr. Webster said the change would have the effect of draining from the theatrical market much of the material of which actors are made. Mr. Horace Wigan, on the other hand, who is an equally good authority, did not think the supply of actors would suffer. All the theatrical witnesses agreed (and this was their main point) that the drama must inevitably be degraded and lowered by an admission of the music halls to a competition with them in any species of regular "dramatic" representation. To this objection, the reply which naturally occurs to every one is, that free-trade cannot surely be prejudicial to the drama. There is, however, *something* in the theatrical objection—those who maintain it contend (and many of them no doubt with genuine sincerity) that only a very low and broad class of performance will be relished by a smoking, eating, and drinking audience, and that by an inevitable necessity of competition, or by contagion, the performances at the regular theatres will be dragged, at any rate, *towards* the same level. If the proposed change were likely permanently to banish good acting and good pieces from our theatres; to substitute for tragedy, "sensation;" for farce and comedy, mere buffoonery; for legitimate pantomime, gorgeous displays of scene painting, dutch metal, and gymnastics; and for burlesque, mere "legs" and cellar-flap dancing,—so far as such substitution has not already taken place;—if such were to be the effect of the change we should be the last to advocate any alteration of the law. But we cannot acquiesce in the view that such must inevitably be the case. If there be, as the theatrical history of the last ten years shows there is, a section of the public who prefer a high-flavoured style of performance to a genuinely good one, we think their taste will be more appropriately gratified at a music hall than at a theatre. And we

think there is ground to hope that if the proposed alteration be made it may have the effect of diverting this style of entertainment wholly into the new channel which will be thereby opened. The tone of the theatres would be thereby raised, and it cannot be denied that the music-hall audiences would be no losers. With the exception of operatic selections, which the change would enable them to present with dresses and other accompaniments, it is to be anticipated that the music halls would confine themselves to pieces in which spectacle, and what is termed "business" would be the main features. There are few things which are not appropriate in some place. We think performances of this class are rather more adapted to a music hall than a theatre, and they would be a great improvement upon Leotard and songs of questionable tendencies. Had the Lord Chamberlain's censorship extended to the songs sung in music halls, such songs as "The Cure," with many others, would scarcely have been permitted to be sung in public. The extension of some species of censorship to music-hall performances is a collateral advantage which would result from the change, though of course it might be obtainable without it. As a main result from such a change, if made, we are willing to hope that we should see theatres abandoning a style now too common upon their boards, and the music halls presenting their audiences with performances which, however inappropriate they may be to a theatre, are infinitely preferable to a considerable portion of the present music-hall entertainments.

Before we conclude by quoting the report of the committee, we must advert to the evidence of Mr. Tom Taylor, than whom few men are better qualified to advise upon the subject. This gentleman did not *recommend* the extension of any privilege to the music halls, but at the same time, did not apprehend that any particular evil whatever would result therefrom. He made, however, a suggestion which we think eminently worthy of consideration, viz:—that if one theatre were, as a model theatre, to be restricted to certain legitimate entertainments,—tragedy, comedy, and farce for instance,—its influence would be very beneficial. The nearest approximation to such a model theatre as this would be is the *Théatre Francais*. A suggestion was made that the *Théatre Francais* does not "pay:" and as Mr. Tom Taylor remarked, it would be hopeless to expect that the British Government would subsidize a theatre, as is done in France (though public money has been worse spent before now), but the suggestion is certainly worth inquiry, and consideration, and we hope that some honourable member will press it upon the House whenever this subject is debated.

We now come to the report actually made by the committee after hearing the evidence we have alluded to. Briefly the committee were of opinion—

That the present plan of double jurisdiction, under which theatres are licensed by the Lord Chamberlain, and music halls by the magistrates, is unsatisfactory, and that both jurisdictions should be united in the Lord Chamberlain, the censorship of plays being extended so far as practicable to music halls, and other places of public entertainment—and that the decisions of the Lord Chamberlain be subject (so far as the granting of original licenses goes) to an appeal to the Home Secretary, and *that it is not desirable to continue the present restriction which prevents music-halls from giving theatrical entertainments.* (The committee, however, recommend a distinct form of license for those places of entertainment in which eating, drinking, and smoking are allowed).

The committee also report on some other points connected with the safety of the buildings to be licensed for public entertainments; and, as regards the *country*, they recommend that the provincial theatres be placed under the control of the Lord Chamberlain, but so far only as regards the granting of *new* licenses; and that, in respect of the renewal of their licenses, the jurisdiction of the magistrates be continued; with respect to provincial music halls, they are to be left under the magistrates' jurisdiction.

The committee, therefore, have not apprehended any dire evil from the abolition of that restriction respecting "stage-plays" which is contained in the 6 & 7 Vict. c. 68. On the contrary, they have recommended that music halls be permitted to share the privilege at present confined to theatres. It only remains to hope that the subject may be attentively discussed next session, and that whatever is done may be well done and carefully. The metropolitan magistrates will no doubt be delighted if a future statute of 30 & 31 Vict. spares them the liability of being called on ever and anon to decide whether or no same particular *ballet* or other performance does or does not, according to Johnson's Dictionary and the best authorities, come under the definition of a "stage play."

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was held valid in the courts of England: *Bequet* v. *McCarthy*, 2 Barn. & Adol. 951.

Under the Civil Code of Louisiana, the Court appoints curators to attend to the interest of absent defendants, on whom citation may be served: *Hill* v. *Bowman*, 14 La. 447; *Gray* v. *Trafton*, 11 Martin, 246; La. Civ. Code art. 57.

Under the Admiralty Law of England citation in proceedings *in personam* could be served by posting in the Royal Exchange; Story's Confl. Laws, s. 546 (3d ed.) The warrants of seizure in suits *in rem* was served by taking possession of the property and reading or producing the warrant to the persons in charge: 2 Browne's Civ. & Ad. Law, 397-8. In the United States our admiralty practice requires the marshal after seizure to give public notice of the seizure and time of return of the writ, in such newspaper in the district as the Court shall direct: 2 Conk. Adm. Pr., p. 162 (2nd ed.)

Process at the common law had to be served upon the person of the defendant. If he failed to appear in court in obedience to the verbal warning of the sheriff holding the original writ, writs of attachment or *pone* issued from the Court commanding the sheriff to attach him by taking certain of his goods, which should be forfeited if he did not appear. If, after this, he neglected to appear, writs of distress issued from time to time till he was stripped of his goods and the profits of his lands, which all became forfeited to the king. Here the process ended in cases of injuries without force, until the enactment of statutes, which allowed a *capias* for his person in actions of account, detinue, and case, in like manner as it had before been used in acts for injuries accompanied with force. If he could not be found upon the return of this writ the suit was at an end: 3 Bl. Com. 283-4. The proceedings of outlawry which followed at the option of the plaintiff resulted, in a general forfeiture of his property to the king, from whom the plaintiff, on petition to the Courts of Exchequer or Lords of the Treasury could obtain the satisfaction of his demand. But he was left without judgment on his claim, and the satisfaction of it was limited, of course, by the value of the property found. In recurring to these enquiries of the old common law we are more deeply impressed with the departure from it which is witnessed on every hand, having in our daily practice almost forgotten that our ancestors were in the habit of seizing the defendant and putting him under arrest before they felt justified in entering a judgment against him.

Nearly the same strictness prevailed in the Court of Chancery until the enactment of modern statutes. It is a rule in equity that all persons legally or beneficially interested in the subject-matter of a suit, should be made parties. But it was the practice of the court to dispense with all persons over whom it did not possess jurisdiction, if it could be done consistently with the merits of the case, their absence being stated in the bill: Mitford's Pl. p. 30. Justice was administered, as far as it could be, to those within the jurisdiction. It was usual to state the name of the absent party and pray process against him when he came within the jurisdiction: Story's Eq. l. ss. 78, 79. In the reign of George the Second, the Court of Chancery was authorised to commence and proceed to final judgment against a subject of the kingdom, who had withdrawn or absconded from his usual place of abode, for the purpose of evading process: 5 Geo. 2, c. 25. Notice of the suit had to be inserted in the *London Gazette* and posted in some public place at the Royal Exchange. This statute was repealed by 11 Geo. 4, and 1 Will. 4, c. 36, in which, however, the provisions relating to process by constructive notice were re-enacted: 11 Geo. 4, and 1 Will. 4, c. 36. These statutes have probably been the basis of the laws authorising service of process by publication in suits in chancery in the different states. In the state of Georgia the 5 Geo. 2, c. 25, was held to be in force as a part of the English law introduced into the colonies; but it was not regarded as applying to non-residents who had not been inhabitants, absconding from or leaving the state: *Dearing* v. *The Bank of Charleston*, 5 Geo. Rep. 497.

That the person or thing proceeded against must be within the jurisdiction of the Court entertaining the cause of action, seems to be well settled as a general principle of international law. As such it commands the assent of all the authorities cited in this article, which in any way refer to it. The diversity of opinion is encountered in fixing the qualifications and exceptions to it. It will be found that some Courts have gone so far in doing this as practically to deny the force and virtue of a general principle, to which they have yielded their formal assent.

In respect to actions in the nature of proceedings *in rem*, there is scarcely any controversy. To enforce any right of action against property, real or personal, it must be within the jurisdiction or possession of the tribunal assuming to give judgment against it: *Rose* v. *Himeley*, 4 Cranch, 241; *Monroe* v. *Douglass*, 4 Sandf. Ch. 126. It has been intimated by some judges that a notice of some sort, either actual or constructive, to persons interested in the property, is necessary to an exercise of the jurisdiction: *Cavan* v. *Stewart*, 1 Starkie, 525; Story's Confl. Laws, s. 592; *Fisher* v. *Lane*, 3 Wils. 302. In all the states and governments to which reference has been made, notice is provided for in some form or another. It is an easy thing to give, and a prudent administration of justice would seem to require it. It would be difficult to maintain, however, that a formal notice of any kind was indispensable, or that our courts would be justified in ignoring the record of a suit *in rem* which fails to show a notice, if it comes from a state or nation whose laws did not require it. In compliance with the general principle already laid down, which has its source in the comity of nations, such record would be entitled to full faith and credit, unless impeached for actual fraud; for the reason that the Court had jurisdiction over the thing proceeded against, and gave judgment according to the laws of the land: *Monroe* v. *Douglass*, 4 Sandf. Ch. 126. In many actions *in rem* the levy upon, or seizure of, the property answers the office of a notice. This is eminently so in admiralty proceedings: Story's Confl. s. 440; *The Jerusalem*, 2 Gall. 191; *Hollingsworth* v. *Barbour*, 4 Peters, 466. The action of attachment, according to the custom of London, is entirely unprovided with any kind of notice, either actual or constructive, except what may be implied in the seizure of the property: Drake Attach. s. 5 (2nd ed); *Kilburn* v. *Woodworth*, 5 Johns. 37.

It may be remarked in passing, that many actions are of a two-fold character. They have for their object the enforcement of demands against both person and property. The common action of attachment, as it prevails in the United States, is referred to as one of them. So far as its proceedings terminate in a judgment against the person of the defendant, they rest upon the same ground with other actions *in personam*, and should disclose the same kind of service of process. If they fail in this, the judgment will not be recognized in other jurisdictions as extending beyond the property actually seized or levied upon: *Spencer* v. *Sloo*, 8 La. 290; *Fiske* v. *Anderson*, 33 Barb. 71; *Winston* v. *Taylor*, 28 Mo. 82; *Steel* v. *Smith*, 7 W. & S. 447; *Phelps* v. *Halker*, 1 Dall. 162; *Pawling* v. *Wilson*, 13 Johns. 192; *Cochran* v. *Fitch*, 1 Sandf. Ch. 142; *Chamberlain* v. *Farris*, 1 Mo. 517; *Kibbe* v. *Kibbe*, Kirby, 119; the presence of property being no ground for founding jurisdiction over the person: Story's Confl. Laws, s. 549; *McVicker* v. *Beeby*, 31 Maine, 314.

In actions for partition, foreclosure of mortgages, and the enforcement of liens and demands against property, the manifest injustice of withholding all legal remedy from those interested in, or against the property, for the reason that others who are interested with them are not inhabitants of the country or cannot be found therein, is a sufficient excuse for a resort to constructive service of process. In the enactment of laws upon this subject, injustice has been done only by extending the jurisdiction

of courts to a class of cases in which it cannot be sustained under the laws of nations. This brings us to a consideration of that class, which will be found embracing nearly every description of proceedings *in personam*.

There is one exception to the general principle here advocated, which is now acquiesced in by the best authorities. Reference is had to proceedings in divorce. If one of the parties is an inhabitant of the territory of the forum, suit may be instituted and decree rendered upon constructive notice, although the other party may never have been amenable to the jurisdiction by presence or inhabitation: 2 Bish. M. & D. 141. This exception rests upon grounds peculiar to the nature of the action. The state, being interested in every marriage contract which imposes upon its citizens a *status* in life, assumes the right to change and modify that *status* whenever the public good demands it. And this right, unless exercised unjustly, will be conceded by all foreign governments.

In all other actions *in personam* the authorities concur in denying all jurisdiction whatever over non-resident foreigners, upon anything short of actual notice given within the territorial limits of the forum, or voluntary appearance there.* It may be remarked that the delivery of notice to the non-resident outside of the territory of the forum will be regarded in no more favourable light than notice by publication: *Ewer* v. *Coffin*, 1 Cush. 23; *Fiske* v. *Anderson*, 33 Barb. 71. It will be seen from the citation of authorities that the question here discussed has been before the United States Supreme Court. In the case of *D'Arcy* v. *Ketchum*, 11 How. U. S. 165, it appeared that a judgment had been rendered in the State of New York in favour of Ketchum against Gossip and D'Arcy upon a partnership note of theirs. There was personal service on Gossip, and no service on D'Arcy, who was an inhabitant of Louisiana. Judgment was rendered against him in accordance with a New York statute, which provided that where joint debtors were sued, and one of them was brought into court, judgment should go against the others in like manner as if they were served with process, the service of process upon one being regarded as constructive service upon the rest. An action upon this judgment was brought in the Circuit Court of the United States against D'Arcy. The Court held that, under the Act of May 26th, 1790, the record was entitled to full faith and credit, and gave judgment accordingly. This judgment of the Circuit Court was reversed in the Supreme Court on appeal, where it was held that the Courts of New York acquired no jurisdiction over D'Arcy; and that not being a citizen or inhabitant of that state, he could not be affected by laws to which he was not amenable.

Judgments upon constructive service of process against citizens temporarily absent from their country, are supposed to rest upon a different principle. It is maintained by some that every citizen is amenable to the laws of his country wherever he may be. In respect to judgments from countries wholly foreign to us, no well-founded reason for a departure from the general principle can be perceived. For although it is true that each sovereignty may provide any mode of service of process it chooses, which will be obligatory in its own courts, yet, inasmuch as foreign judgments have no extra-territorial force except what is yielded to them by the comity of nations, the courts, guided by the reason and justice of that comity, have invariably withheld their approval from all judicial proceedings which could be shown to be against reason and justice: 2 Kent. Com. 120. And the act of entering up a judgment against a person, who has no actual notice of the proceeding against him, is so revolting to the common sense and perception of justice as to constitute the plea of it a good defence whenever made out, notwithstanding the practice may have been in strict conformity with the laws of the sovereignty to which the defendant owed his allegiance.

But where such a record comes from a sister state a difficulty is presented in sustaining the plea which is not so easily overcome. In the Act of Congress of May 26th, 1790, it is provided that the records of the different states "shall have such faith and credit given to them in every court within the United States, as they have by law or usage in the courts of the state from which they are or shall be taken." If judgments are rendered upon service of process by publication in the state of California against her own citizens, why shall they not have the same faith and credit in the courts of other states that is given to them at home? In almost all the cases upon the subject the defendant has sought to impeach the record on the ground that he was not a resident of the territory of the forum, or amenable to its laws; and in not a few his plea has been sustained upon this ground alone, the Courts intimating that if he had been a citizen or inhabitant of the territory of the forum, the judgment upon constructive notice would be valid as against him: *Bimeler* v. *Dawson*, 4 Scam. 536; *Smith* v. *Smith*, 17 Ill. 482; *Sim* v. *Frank*, 25 Ill. 125; *McRae* v. *Mattoon*, 13 Pick. 53; *Green* v. *Sarmiento*, 1 Peters C. C. 74. The light in which the English courts have regarded judgments upon constructive notice in some of their subject provinces would seem to support this view: *Douglass* v. *Forrest*, 4 Bing. 686; *Bequet* v. *McCarthy*, 2 Barn. & Ad. 951; *Smith* v. *Nicolls*, 5 Bing. N. C. 208. If any difference of treatment be observed towards the judgments from sister states, it must be considered as imposed by the Act of Congress to which we have referred. If that Act was again open to construction, it might be thought difficult to escape the conclusion intimated in *Bimeler* v. *Dawson*. But after an extended controversy it is now settled that the judgments of sister states, under the Act of Congress of 1790, shall have full faith and credit as domestic judgments: *Mills* v. *Duryee*, 7 Cranch 48; *Hampton* v. *McConnell*, 3 Wheat. 234; except where they have been fradulently obtained, or where the courts rendering them had no jurisdiction of the subject-matter or parties: *Bissell* v. *Briggs*, 9 Mass.; *Shumway* v. *Stillman*, 4 Cow. 292; *D'Arcy* v. *Ketchum*, 11 How. U. S 165.

Now if our courts are justified under the Act of 1790, in withholding full faith and credit from the record of a judgment of a sister state, against a non-resident foreigner, upon service of process by publication, as seems to be well established, they are equally justified under that act in ignoring the validity of a record upon similar service of process against a citizen of the state temporarily absent but still amenable to her laws; for the reason that in the said state the two judgments have the same force and validity, no distinction being made between foreigners and citizens. The embarrassment arising from the Act of 1790 being removed by the decisions of the Supreme Court in the case of judgments against non-resident foreigners, and the question of jurisdiction being thus thrown open to inquiry, the Courts are at liberty to govern their conduct upon the subject by the principles of international law, and to declare in all suits on foreign judgments, whether rendered against

* *D'Arcy* v. *Ketchum*, 11 How. U. S. 165; *Buchanan* v. *Rucker*, 9 East. 192; *Steel* v. *Smith*, 7 W. & S. 447; *Miller* v. *Miller*, 1 Bailey, 242; *Sallee* v. *Hays*, 3 Mo. 116; *Gillett* v. *Camp*, 23 Mo. 375; *Williams* v. *Preston*, 3 J. J. Marsh, 600; *Cobb* v. *Haynes*, 8 B. Monroe, 139; *Whiting* v. *Johnson*, 5 Dana, 392; *Harris* v. *John*, 6 J. J. Marsh. 257; *Buttrick* v. *Allen*, 8 Mass. 273; *Bissell* v. *Briggs*, 9 Mass. 462; *Phelps* v. *Brewer*, 9 Cush. 390; *Hall* v. *Williams*, 6 Pick. 232; *Warren* v. *McCarthy et al.*, 25 Ill. 94; *Sim* v. *Frank*, 25 Id. 125; *Harrod* v. *Barreto*, 1 Hall, 155; *Smith* v. *Smith*, 17 Ill. 482; *Flowers* v. *Foreman*, 23 How. U. S. 132; *Shumway* v. *Stillman*, 6 Wend. 447; *Bissel* v. *Wheelock*, 11 Cush. 277; *Hopkirk* v. *Bridges*, 4 Hen. & M. 413; *Hunt* v. *Johnson*, Freeman's Ch. 282; *Fullerton* v. *Horton*, 11 Vt. 425; *Adams* v. *Lamar*, 8 Ga. 83; *Ridgeley* v. *Webster*, 11 N. H. 299; *Foster* v. *Glazener*, 27 Ala. 391; *Lovejoy* v. *Albee*, 33 Me. 415; *Maude* v. *Rhodes*, 4 Dana, 144; *Miller* v. *Sharp*, 3 Rand. 41; *Menlove* v. *Oakes*, 2 McMullen, 162; *Pattison* v. *Mayfield*, 10 La. 220.

non-residents or citizens of the forum, what constitutes sufficient jurisdiction to support a judgment, which shall command the faith and respect of all tribunals. It is a question of record or no record. If the defendant had no actual notice of the proceedings the record of them is a nullity as against him, and does not comply with the definition of a judicial record within the meaning and intent of the Act of Congress of 1790: *Thurber* v. *Blackburn*, 1 N. H. 242; *Holt* v. *Alloway*, 2 Blackf. 108. It matters not how it may be regarded or what it may be denominated at home. The general understanding of the essential requisites of a record, under the laws of nations, and which is the one undoubtedly embraced in the Act of 1790, cannot be changed or modified by the laws and regulations of the states. This will be the conclusion reached by all the courts when the proper cases shall arise. In the case of *Webster* v. *Reid*, 11 How. 437, Justice McLean accepts it without any qualification. It appeared in that case, that the legislature of Iowa by special statute authorised suits *in personam* against "owners of half-bred lands" lying in Lee county. It was provided that service of process should be effected by publication in the newspapers. Their lands were seized and sold under judgments rendered in accordance with this statute, and the question about their validity rose in a controversy upon the title to the lands. Justice McLean in the decision uses the following language:—"These suits were not a proceeding *in rem* against the land, but were *in personam* against the owners of it. *Whether they all resided within the territory or not does not appear; nor is it a matter of any importance. No person is required to answer in a suit on whom process has not been served, or whose property has not been attached.* In this case there was no personal notice, nor attachment or other proceeding against the land until after the judgments. *The judgments, therefore, are nullities*, and did not authorise the executions on which the land was sold."

In some States the fact that the defendant has absconded from his usual place of abode, or conceals himself, with a design to evade process, is made a ground of entertaining jurisdiction over him upon constructive notice. This, it seems to us, is equally objectionable, as in cases where he is temporarily absent or cannot be found. For a court to enter judgment against a person, as if he were present submitting to its jurisdiction, when from the record itself it appears that he is not only not in court but cannot be brought in, it presents such a contradiction on the face of the record as ill becomes the truth and solemnity which has always been accorded to judicial proceedings. Such facts when proved might be a good ground of proceeding against the property of the fugitive by attachment, or by confiscation, as in outlawry at common law. But an attempt to extend a jurisdiction over his person, for the reason that he puts himself beyond the territory or process of the court, only tends to produce a confusion in the general understanding of the object and province of courts of justice.

Strictly speaking there is no personal service, except that of reading or delivering the writ or notice to the defendant. Where the recitals of the record disclose this mode of service, they have been held conclusive upon the parties, by some of the highest authorities: *Bimeler* v. *Dawson*, 4 Scam. 536; *Wescott* v. *Brown*, 13 Ind. 83; *Pritchett* v. *Clark*, 5 Har. (Del.) 63: *Field* v. *Gibbs*, Peters C. C. 155; *Roberts* v. *Caldwell*, 5 Dana, 512; *Wilcox* v. *Kassick*, 2 Mich. 165; but the decision of Judge Marcy in *Starbuck* v. *Murray*, 5 Wend. 148, against this position is unanswerable. The weight of authority at present concedes only the force of *primâ facie* evidence to such recitals, and allows the defendant to contradict them by parol testimony: *Long* v. *Long*, 1 Hill. 597; *Norwood* v. *Cobb*, 15 Tex. 500. This was the conclusion reached by Chief Justice Shaw in the case of *Carleton* v. *Bickford*, 13 Gray, 591.

Service of process may be effected under the laws of many of the states by leaving a copy of the writ or notice at the usual place of abode of the defendant. A recital of such service is *primâ facie* evidence of the court having jurisdiction over him: *Tullerton* v. *Horton*, 11 Vt. 425. The burden of disproving it rests with him. This is equally true with recitals of voluntary appearance by defendant: *Gleason* v. *Dodd*, 4 Metc. 33; or of his appearance by attorney: *Phelps* v. *Brewer*, 9 Cush. 390; *Sherrard* v. *Nevins*, 2 Ind. 211; *Aldrich* v. *Kinney*, 4 Conn. 380. A distinction has been taken in the courts of Missouri which excludes the defendant from contradicting the recitals or proof of appearance by attorney, if those recitals are conclusive in the state from which the record comes: *Warren* v. *Lusk*, 16 Mo. 182. In the case of *Warren* v. *Lusk* the Court held the recital of appearance by attorney, in a record from the state of Illinois, was conclusive under the Act of Congress of 1790. In reaching this conclusion the Court adhered to the old English doctrine upon the conclusiveness of such a recital in a domestic judgment, and then presumed that, in the absence of proof, the law of Illinois corresponded with that of Missouri, which would make it conclusive at home, and therefore conclusive abroad. The error committed by the Court was in yielding to the old doctrine in relation to such a recital in a domestic judgment, as opposed to a more just and reasonable one which is fast being adopted in modern times, and which regards such a recital only as *primâ facie* evidence of jurisdiction: 5 Am. Law Reg. N. S. (May, 1866), 387; *Shelton* v. *Tiffin*, 6 How. U. S. 163; *Harshey* v. *Blackman*, 19 Iowa, 101.

A return or recital of service of process by publication in a foreign record is not even *primâ facie* evidence of jurisdiction (*Sterl* v. *Smith*, 7 W. & S. 447; *Winston* v. *Taylor*, 28 Mo. 82; *Aradt* v. *Aradt*, 15 O. 33; *McVicker* v. *Beeby*, 31 Maine, 316; *Bicknell* v. *Field*, 8 Paige, 440), as against citizens and residents of other states. If a record does not show jurisdiction as to the parties upon its face, it cannot be aided by proof of such fact *aliunde*: *Noyes* v. *Butler*, 6 Barb. 613.

A reflection may be added in closing this discussion. If it is the will of the law-making power of a state that all manner of judgments should be rendered against non-residents and absentees upon constructive service of process, such as publication, there would seem to be no power in the courts of that state to refuse obedience. It could hardly be shown that such a law was in violation of the Federal Constitution, and the courts would not be justified in declaring it void as opposed to natural justice or the principles of international law. Considerations of this sort belong exclusively to the legislative department, and afford no aid to the courts in opposing the ascertained will of the state. It is only when the records come before foreign tribunals that the questions arise which are here discussed. The same principles which govern them in passing judgment upon the validity of such records, should be the guide of the Legislature of each state in conferring authority upon its courts. It is to be regretted that such has not always been the case, and that our Courts are called upon so often to withhold their approval from the records of judicial proceedings in sister states, for the reason that they do not conform to the requirements of an enlightened jurisprudence.

DEEDS OF ARRANGEMENT WITH CREDITORS.

Somewhat more than two years ago we presented our readers with a series of articles on the subject of deeds of arrangement with creditors under the Bankruptcy Act, 1861. We concluded those articles by re-echoing the hope so frequently expressed from the bench that the interposition of the Legislature might speedily render the learning on the subject unnecessary. In that hope we have been doomed to disappointment. An abortive Bankruptcy Act, which would have left this branch of the bankruptcy law but little more satisfactory than it found it, has been the only effort in the direction of amendment, and the profession is still left to grope its way amongst the numerous decisions on this perplexing

enactment. We shall, therefore, offer no apology for calling our readers' attention to the more recent decisions on the subject, showing how far they are a development of or affect the cases already commented upon, so as to give, as far as may be, a comprehensive view of the present state of the authorities. This will necessarily involve some repetition, which we hope the greater completeness of the exposition will atone for.

We deduced, as the result of our former survey of the authorities, the three following propositions:—1. A deed of arrangement under section 192 need not contain a *cessio bonorum*. 2. Every such deed must be for the equal benefit of all the creditors, and that it is so must appear from the contents of the deed itself. 3. A deed will be pronounced invalid which contains any provisions so unreasonable that, in the opinion of the Court, a dissentient creditor ought not to be bound by them.

The first of these propositions, though not yet affirmed by the highest appellate Court, has received the sanction of at least two of the judges of that tribunal. It has been so frequently affirmed and acted upon that it may now be considered as absolutely settled, and we have nothing to add to our former remarks upon it. The second proposition has also been repeatedly affirmed, though it has often been a matter of controversy whether, in particular instances, the principle has been violated. The third proposition enunciated above is, as will be seen, of a much less definite character than the other two. It has sometimes been suggested from the bench that the courts have no jurisdiction to inquire into the reasonableness or unreasonableness of the particular provisions in a deed, provided it comes within the general scope of section 192, and has been assented to by the requisite majority; and it has been further asserted that where deeds have been held bad as containing unreasonable provisions, it has been because such provisions were in reality productive of inequality. How far this is so we shall hereafter inquire; but there are certainly some decisions which it is difficult, if not impossible, to explain on any such ground.

First, then, as to the second proposition, viz., every deed must be for the equal benefit of all the creditors, and that it so must appear from the contents of the deed itself. We formerly pointed out under this head that deeds had been held bad which either contained terms limiting their application to a portion of the creditors (*Walters* v. *Adcock*, 31 L. J. Ex. 380, 10 W. R. 542; *Ex parte Rawlings*, 32 L. J. Bkcy. 33, 11 W. R. 157; *Ex parte Godden*, 33 L. J. Bkcy. 33) or which expressly excluded certain creditors as, *e.g.* those not assenting within a certain time (*Ex parte Morgan*, 33 L. J. Bkcy. 15; *Berridge* v. *Abbott*, 13 C. B. N. S. 507; *Dewhirst* v. *Kershaw*, 1 H. & C. 726, 11 W. R. 755; *Copeman* v. *Hart*, 14 C. B. N. S. 91). So, too, it is not enough that the deed contains no terms inconsistent with its application to all the creditors; it must affirmatively show that it is intended to apply to all. A deed purporting to be made with the executing creditors only, and by which the composition is to be paid to "the said creditors" is therefore bad, though it is open to all to execute it: *Ilderton* v. *Castrique*, 32 L. J. C. P. 206, 11 W. R. 755; 33 L. J. C. P. 148 (Ex. Ch.), 12 W. R. 530. The deed need not, however, purport *to be made with all the creditors*. In *Clapham* v. *Atkinson*, 33 L. J. Q. B. 81, 12 W. R. 742, 34 L. J. Q. B. 49 (Ex. Ch.), 12 W. R. 1062; and in *Hodgson* v. *Wightman*, 32 L. J. Ex. 147, 11 W. R. 576, the deeds were expressed to be made with the executing creditors only; but each of these deeds contained a statement that the executing creditors were a majority in number repsesenting three-fourths in value of the whole of the creditors, and this was deemed a sufficient indication that the deeds were intended to apply to all the creditors. It is apprehended, therefore, that any affirmative evidence of such an intention contained in the deed would suffice.

In several cases difficulty has arisen in determining whether the terms of the deed extended to all the creditors. Thus, in *Dingwall* v. *Edwards*, 33 L. J. Q. B. 161, 12 W. R. 597, the deed, which purported to be made between the debtor of the one part and "all and every the creditors and creditor" of the debtor of the other part, recited an agreement by the creditors to accept a certain composition by instalments, to be secured by the promissory notes of the debtor, and an instalment of two shillings in the pound in cash at or immediately before the execution of the deed. The deed then witnessed that, in consideration of the premises, and of the delivery to the creditors of the said promissory notes, and of the payment to the creditors, *on the execution thereof*, of two shillings in the pound, the creditors released the debtor. Chief Justice Cockburn and Mr. Justice Crompton being of opinion that the composition provided for by this deed was secured to those creditors only who should execute it, held that the deed was not binding on a dissentient creditor. Mr. Justice Blackburn and Mr. Justice Mellor were of a contrary opinion, holding that, on the true construction of the deed, it did not exclude from its benefits non-executing creditors. In a case somewhat similar (*Martin* v. *Gribble*, 34 L. J. Ex. 108, 13 W. R. 691), which subsequently came before the Court of Exchequer, the deed was made between the debtor of the one part, the undersigned J. F., one of the creditors, and all *the other undersigned creditors*, being a majority in number, &c., of the other part. It recited that the debtor was unable to pay his creditors in full, but was able and willing "to pay each and all, *on signing this deed*, a composition of five shillings in the pound, and that the debtor had applied to the several parties thereto of the second part to receive the composition of five shillings in the pound, *payable on signing the deed*, in satisfaction of their several debts, which they had agreed to do. This deed the Court held bad, as the creditors were only to get the composition *on signing* the deed. So again in *Buvelot* v. *Mills*, 1 L. R. Q. B. 104, 14 W. R. 98, though the deed purported to be made between the debtor of the one part, and the several executing creditors and all other the creditors of the second part, the covenant by the debtor with the parties of the second part was to pay "the several sums of money placed opposite their respective names in the third column of the schedule to the deed, being the amount of the composition agreed upon;" and it was declared that, until the debtor should make default, the parties of the second part should not bring any action in respect of their several debts specified in the several columns of the schedule. This deed was held to be confined to the creditors whose debts were specified in the schedule, and to be no answer to an action by a creditor not named there. A case of the same description afterwards came before the Master of the Rolls (*Hickmott* v. *Simmonds*, 2 L. R. Eq. 462). The deed was made between the debtor of the first part, trustees of the second part, the executing-creditors and all other the creditors of the third part, and the debtor thereby conveyed all his property to the trustees for the purpose of realisation, and on trust to pay thereout to the several persons, parties thereto, of the third part, *the several debts or sums set opposite to their names in the schedule* thereunto, subject to the covenant for the verificatien of the amounts thereof contained in the deed, such covenant empowering the trustees to require any of the debts of the creditors to be verified by declaration, or in such other manner as to the trustees should seem expedient; and, in the event of a creditor refusing or failing to verify his debt, such creditor was to be excluded from all benefit under the deed. The deed contained a general release by the parties of the third part. This deed the Master of the Rolls pronounced not binding on a non-assenting creditor on grounds which he stated thus: "Though it be true that all the creditors are parties to the deed in the sense that they are expressed to be parties to it, yet the trust is to pay the sums set opposite their names in the schedule; and though that does not require that the creditors should execute the deed, but the trustees are at liberty to put in the

sums in the schedule, yet the trusts are confined to the purposes I have mentioned; and, though the release is not confined to the scheduled creditors as it was in *Burelot* v. *Mills*, yet the judges seem to have held that if any creditor is not within the trusts of the deed, the deed is bad. Now, no person can have the benefit of this deed unless he is a *cestui que trust* unless a sum is put opposite his name; and that depends on trustees who have an arbitrary power of saying in what way the debt is to be proved."

It will be observed that in three out of the four cases last cited, the deed purported to be made with all the creditors, and, in the fourth (*Martin* v. *Gribble*) the executing-creditors were stated to be the statutory majority, but each of these deeds was held ineffectual against a non-assenting creditor, because its benefits were limited to a portion of the creditors. In *Dingwall* v. *Edwards* to those who *executed*, in *Martin* v. *Gribble* to those who *signed*, and in *Burelot* v. *Mills* and *Hickmott* v. *Simmonds*, to those whose debts *were specified in the schedule*.

In the recent case of *Tetley* v. *Wanless*, 2 L. R. Ex. 21, an objection similar to that urged in *Burelot* v. *Mills* was insisted on in the Court of Exchequer, but this time without success. That deed was between a debtor of the first part, a surety of the second part, the executing-creditors and all other the creditors of the third part. After reciting that the debtor was indebted to "the said several creditors in the *several sums set opposite to their respective names in the schedule*," and that it had been agreed by the requisite majority of the "said creditors" to accept a certain composition in full satisfaction of their debts, it was witnessed that, in consideration of the joint and several promissory notes of the debtor, and the surety for the payment of the composition "on the respective sums of money aforesaid," they, the said creditors, parties thereto of the third part, released all actions, &c., and accepted the stipulated composition in full satisfaction of the debts and sums due to them and "*specified in the schedule*," and the debtor and surety covenanted with each of the creditors, parties thereto of the third part, to pay the composition "upon their respective debts as aforesaid." The Court held that this release was not confined to schedule debts, and that there was no inequality, inasmuch as, on the true construction of the deed, all the creditors were equally entitled to the benefits of the covenants.

Any unquestionable pecuniary benefit given to one class of the creditors, such as in *Leigh* v. *Pendlebury*, 32 L. J. C. P. 172, 12 W. R. 468, where the trustees were empowered to pay creditors under £10 in full, will, of course, invalidate the deed. So, too, if the composition agreed upon is to be, or may be, paid to some of the creditors more speedily than to others, this is an inequality fatal to the deed. This was decided in the case of *Thompson* v. *Knight*, 2 L. R. Ex. 42, where the creditors were to be paid their composition by instalments, at two, four, and six months from the date of the deed; but a discretionary power was given to the trustee to pay all creditors, whose debts did not exceed £20, the full amount of their composition, in one sum, at such time or times as he should think fit.

It is not pecuniary inequality only which will invalidate a deed. If any of the creditors have better security provided for them, or are afforded greater facilities for obtaining payment of their dividends or composition, the deed will equally be bad. This was first laid down in the case of *Ex parte Cockburn; Re Smith and Lazton*, 33 L. J. Bkcy. 19, 12 W. R. 673. The deeds there were made between the debtor of the first part, the creditors whose names and seals were subscribed and set in the schedule thereunder written of the second part, *and all other (if any) the creditors of the said debtor of the third part*. After reciting that the debtor was indebted to the parties of the second part, and to other parties, and had proposed to pay to the whole of his creditors a composition of threepence in the pound, and that the persons whose names and seals were thereto subscribed and set, had agreed to accept the composition and release the debtor, it was witnessed that, in consideration *of the composition of threepence in the pound on the amount of their respective debts, as mentioned in the schedule, paid by the debtor to the several parties of the second part*, and of the covenant of the debtor thereinafter contained, they released the debtor from the sums set opposite their names in the schedule. The deed further contained a covenant with the parties of the second and third parts to pay to all and singular the existing creditors of the debtor, including the parties of the second part, unless the same should have been paid them, at the date of the deed, a composition of threepence in the pound. At the hearing before the Lord Chancellor (Lord Westbury) it appeared that, in *Smith's case*, besides the names of the creditors who had executed the deed, there were inserted in the schedule the names of some creditors who had not executed it, whilst others of the non-assenting creditors were not named in the schedule at all. The deed was, under the circumstances, held bad on the following ground (amongst others):—"It appears," said the Lord Chancellor, "that the creditors who have not executed the deed, and those who are not named in the schedule, are placed in a situation very inferior to that of the majority of the creditors. To the latter the composition is paid down in hand, while the former have to rely on the covenant."

(*To be continued.*)

EQUITY.

The Stamp on a Dissolution Deed.

Christie v. *The Commissioners of Inland Revenue*, Ex. 15 W. R. 258.

The relative rights of partners in the assets of the firm, coupled with the mixed character of the assets themselves, has caused some confusion respecting deeds of dissolution in a point where responsibility is peculiarly attached to the solicitor. Such deeds usually contain a release and assignment by the retiring partner or one of the partners to the other of his share of the moneys, debts, securities, and effects of the firm, and in a work which may be regarded as the current authority on the law of partnership, the proposition is advanced that such a deed operates only as a release by the partner on payment of what is due to him from the firm. "Such a transaction," Mr. Lindley continues, ought not to be considered as a sale of property within the meaning of the Stamp Acts, so as to render it necessary to stamp the deed with an *ad valorem* stamp." The author reasons that in point of fact there is nothing sold: for that in substance the retiring partner merely takes what is his (or what is agreed on as his), gives a receipt for it, and acknowledges that he has no more claims on his co-partners. Since the decision of the above-mentioned case this view is no longer tenable. It did not, we think, previously rest on any strong ground. A fallacy appears to lie in the words "what is agreed on as his." It is clear that if the retiring partner takes what is his, in any true sense, there can be no conveyance upon a sale of property, according to the language of the stamp Acts. But in determining what is a partner's on a dissolution, it must be borne in mind that the regular course would be a sale of that part of the assets which is properly capable of a sale, a realisation of the debts owing to the partnership, payment of the debts owing by the partnership, and a division between the partners of the balance of the moneys to arise from the sale and realisation; or if the partners preferred it they might forego a sale, and divide the saleable property between them. In no other than one of these senses can any share of the partnership effects be said to belong to one of the partners. If a partner takes anything else but his share of the balance of the moneys arising from sale and realisation, or his share of the saleable property, he takes not what is agreed to be his, but what is agreed to

become his. There is a wide difference between the two. In the one view, as we have said, there can be no sale to him of what is already his by the partnership contract; but in the other view something becomes his by virtue of a new contract. The question is, what is the character of this new contract. Is it a sale or not a sale?

In order to answer the question the subject matter of the release and assignment must be divided into its different parts: namely, moneys, debts, and securities for money as one part, and saleable property as the other part. The present case was favourable for such a division, for the deed, the stamp on which raised the question, was a separate release by the retiring partner, made pursuant to a prior dissolution deed, of his interest in the land, goodwill, fixed machinery, and plant of the partnership; the release reciting that, by the dissolution deed, on an account taken of the property, debts, profits, and other things of the firm, and an ascertainment of the share of the retiring partner at £110,000, which was paid to him, the partnership had been dissolved and the retiring partner had agreed to execute the necessary assurances. On this sum, as the consideration for the deed of release, the *ad valorem* duty was claimed by the Commissioners. The retiring partner's interest in the *choses in action* of the partnership, and in the land and other property, being thus blended together, as the entire subject for which the consideration arose, the sum could only be treated as a whole for the purpose of the *ad valorem* stamp, but the case of *Belcher* v. *Sikes*, 6 B. & C. 234, which has been relied on as the authority for exempting releases on dissolution, shows, when carefully examined, that where the assets are not so blended, and the consideration for the share in the *choses in action* is kept distinct from the share in the property, one law of stamp duty is applicable to the one share, while a different law may be applicable to the other. It is true that in *Belcher* v. *Sikes* there was an assignment of the retiring partner's share of the stock and effects as well as of the debts and securities, but the Queen's Bench decided that the subject-matter was not "property," expressly on the authority of *Warren* v. *Howe*, 2 B. & C. 281, which was the case of an assignment of a judgment-debt. Hence it is understood, as Mr. Jarman observed (7 Conv. 420, n.), that there were in fact no other effects assigned in *Belcher* v. *Sikes*, than *choses in action*. Mr. Jarman thought it would be unsafe to consider that case as an authority for the exemption when the assignment operated on other property transferred jointly with the credits for one entire consideration. The conclusion, therefore, is, that a dissolution deed is not a conveyance on a sale, so far as it operates as a release of the retiring partner's share in the *choses in action* of the firm, but that it is a conveyance on a sale as to the share released of the partnership property.

The substance of the transaction in the principal case, collected from the deed relating to the land, seemed to the Chief Baron to be beyond all doubt a sale, and he saw no difference between a sale to a continuing partner and to any other person. Looking to the substance of the transaction, he distinguished the case from a marriage settlement, or a partition deed where money is paid for equality, and no *ad valorem* is chargeable. Channell, B., reasoned that the effect of the account between the partners for the purpose of dissolution was merely to fix the price of the retiring partner's share; but as to the stamp law, left the transaction in the same position as if, without taking any account, one partner said to the other he would sell all his interest at a sum named, and there had been a conveyance carrying out that arrangement, in which case it was conceded that duty would be payable.

The practical result is that in deeds of dissolution the practitioner should be careful, where there is property as well as *chooses in action* to apportion the consideration money. This caution is the more needed because in the book of precedents most commonly in the hands of the profession, "Davidson's Conveyancing," there is no hint on the subject in connection with the form of a dissolution deed; although in the 7th vol. of Mr. Jarman's collection, a precedent of such an apportionment may be found. So far as "Davidson's Conveyancing" contains notice of the stamp requisite on such a deed, in a note to p. 515 of the 2nd vol, 3rd edition, the correctness of the information given is questionable. The note states that goodwill is "property" within the meaning of the stamp laws on the authority of *Potter* v. *The Commissioners of Inland Revenue*, 2 W. R. 561, "in effect overruling *Warren* v. *Howe*, and exposing the parties to, and the attorneys and persons employed in the preparation of many deeds of assignment of goodwill previously executed, to penalties and disabilities for not having stated on the face of the conveyance the full consideration money." But so far from *Potter* v. *The Commissioners* overruling *Warren* v. *Howe*, the cases are distinguished in the judgment of the Exchequer delivered by Pollock, C.B. The statute, he said, was meant to apply to every sale of that which could be the subject of bargain and sale to another. Very frequently goodwill, without any interest in land connected with it, was made the subject of sale, though there was nothing tangible in it. "In the case of *Warren* v. *Howe*, the Court decided that the assignment of a judgment debt did not require an *ad valorem* stamp, and that it was not within the clause as to conveyance, for that only applied to such descriptions of property as are usually the subject of sale." There are, in fact, three descriptions of subject in dissolution deeds: 1stly, debts intangible and not saleable; 2ndly, goodwill intangible but saleable; 3rdly, land and house property and stock, tangible and saleable. On the consideration for the first the *ad valorem* duty is not payable; on the consideration for the second, and for the third so far as it is passed by the deed, the *ad valorem* duty is payable. What *Potter's case* really overruled was a decision, or implied decision, at *nisi prius* by Lord Ellenborough, in *Leyburn* v. *Warrington*, 1 Stark. 162, that a deed of covenant for the relinquishment of a trade, with possession given of the house of business for a consideration in money, did not require an *ad valorem* stamp. Lord Ellenborough had treated the agreement to have the house as auxiliary to carrying on the business, and thought that, as there was no mention of any distinct substantive property exclusive of the trade, the agreement did not fall within the enactment requiring such a stamp. The question of the consideration as to the goodwill was not in fact directly decided, still the practice, grounded on the implied decision, is no doubt open to the remark made in the above-quoted note respecting solicitors.

Not only does it seem to be necessary to apportion the consideration in a dissolution deed between the subjects saleable and the subjects not saleable, but a further question arises whether the retiring partner's share of debts, taken by the continuing and purchasing partner on himself, is not liable to duty as part of the consideration. If, for example, the saleable assets of the partnership be worth £20,000, and the debts owing by the partnership be £10,000, the retiring partner's share will be worth £5,000, and in consideration of that sum he would release his interest in his share of the partnership property. But in truth he would have released property belonging to him worth £10,000, the true consideration being £5,000 in money, and £5,000 to be applied in payment of debts for which to that amount he is, as between the partners, individually liable. It is clear that if the sale were made to a stranger, *ad valorem* duty would be payable on £10,000, assuming that all the saleable property were passed by deed. The fact that the sale is made to the continuing partner does not, it appears from the principal case, and ought not to make any difference. In the *Furness Railway Company* v. *The Commissioners of Inland Revenue*, 33 L. J. Ex. 173, the Ulverstone Railway Company sold their undertaking to the Furness Company, and the consideration for the transfer, as it appeared from the recital of the agreement for sale, was to be the pay-

ment by the Furness Company of £98,000 debenture debts of the Ulverstone Company, and other debts amounting to £40,000, and the creation and allotment to the Ulverstone shareholders of preferential stock of the Furness Company to the amount of £298,000. It was held that *ad valorem* duty was payable on the value of the stock, and also on the £98,000 and £40,000 debts. Whatever may be said of the debentures, the £40,000 debts were of an ordinary kind, not distinguishable from common business debts. A sale or release of a partnership share is not different in principle from the sale by the Ulverstone Company.

THE COMPANIES ACT 1862, S. 129—EXTRAORDINARY RESOLUTION TO WIND UP VOLUNTARILY.

Re the Bridport Old Brewery Company, L. J.,15 W. R. 291.

The above is, we believe, the first case in which it has been decided what is the nature of the notice which ought to be given of a meeting of the shareholders of a company, in order to render valid, within section 129, clause 3, of the Companies Act, 1862, a resolution passed at such meeting, and affecting to be an extraordinary resolution to wind up the company voluntarily.

The 129th section of the Act provides that a company may be wound up voluntarily in three specified cases. It is unnecessary for our present purpose to refer to the first. The other two are as follows :—"(2) Whenever the company has passed a special resolution requiring the company to be wound up voluntarily; (3) Whenever the company has passed an extraordinary resolution to the effect that it has been proved to their satisfaction that the company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same." The section proceeds thus :—"For the purposes of this Act, any resolution shall be deemed to be extraordinary which is passed in such manner as would, if it had been confirmed by a subsequent meeting, have constituted a special resolution as hereinbefore defined." A special resolution is defined by the 51st section of the Act.

In the principal case a notice was, on the 22nd September, 1866, sent to the shareholders of the company that an extraordinary general meeting of the shareholders would be held on the 2nd October, 1866, for the purpose of considering, and, if so determined on, of passing a resolution to wind up the company voluntarily, and, if deemed advisable, subject to the supervision of the Court, and also for the appointment of a liquidator or liquidators. The meeting was accordingly held on the 2nd October, and at it there was passed, by a majority of three-fourths of the members present, a resolution—"That it has been proved, to the satisfaction of the company, that the company cannot, by reason of its liabilities, continue its business, and it is advisable to wind-up the same," and also a resolution appointing a liquidator. Subsequently the Master of the Rolls made an order continuing the voluntary winding-up under the supervision of the Court. About a month after this a petition for a compulsory winding-up order was presented to the Master of the Rolls and was dismissed by him. An appeal petition was presented and was heard by the Lords Justices. It was argued, on behalf of the appellant, that the resolution which had been passed was not valid as an extraordinary resolution within the meaning of the Act, inasmuch as the notice of the meeting said nothing about the intention to propose any such resolution. The natural inference from the notice would, it was said, have been that the resolutions to be proposed were special resolutions requiring confirmation at a subsequent meeting, and that being so, any shareholder desiring to oppose the resolutions would have concluded that he would have two opportunities of doing so. The question of the validity of the resolution, which formed the foundation of the voluntary winding-up, was of great importance, inasmuch as the ability of the liquidator to make a title to the real estate of the company depended upon it. On the other side it was urged that it was quite sufficient that notice was given of an intention to propose resolutions to wind-up the company. The Court held that as the notice of the meeting contained no reference to any intention to take into consideration the questions which would arise upon the 3rd clause of section 129 of the Act, the resolution which was passed was invalid, as an extraordinary resolution within that clause, and they therefore made an order for a compulsory winding-up.

This decision seems to us in complete accordance with the spirit of the Act in similar cases, viz., that the shareholders of the company should have full notice of the proceedings intended to be taken at any meeting of the company, in order that those proceedings may be valid. It will be observed that the 51st section requires notice to be given of the intention to propose a special resolution; and it would certainly appear yet more important that full notice should be given of the intention to propose a resolution requiring no subsequent confirmation.

COMMON LAW.

STOCKBROKERS AND THEIR PRINCIPALS.

Chapman v. *Shepherd; Whitehead* v. *Izod*, 15 W. R. 314.

In the two cases, the names of which we have placed at the head of this article, and which are published in the current number of the *Weekly Reporter*, the Court of Common Pleas has disposed of a question which has long been troubling the minds of stockbrokers. When the storm of last year's commercial disasters was at its height, limited companies of all kinds were crashing around us like panes of glass in a hail storm; shares were sold and bought with frantic rapidity; and in hundreds of cases it happened that, before the arrival of the account day for which the shares had been bought, a petition was presented to the Court of Chancery to wind up the company itself, and the shares became of little or no value. Nevertheless, by the stringent rule of the Stock Exchange, the buying broker was bound to pay the selling broker the agreed price of the shares, and if there was any doubt about the applicability of this rule to the cases we are considering, it was set at rest by a declaratory resolution of the committee of the Stock Exchange of the 25th of May last, that "members having bought shares in such companies are bound to settle and pay for the same in accordance with the rules and regulations, and with the established practice, of the Stock Exchange." It was generally thought that the broker so paying money to the use of his principal had a right to recover it from him, and this belief was reasonably founded on the case of *Taylor* v. *Stray*, 2 C. B. N. S. 175. There a broker, on the 28th of August, 1856, bought for his principal shares in the Royal British Bank for the settlement of the 15th of September, but on the 3rd of September the bank stopped payment, and ultimately became bankrupt. By the charter of the bank the proprietors might transfer their shares with the consent of the court of directors, but the directors after the stoppage refused, except in a few cases, to consent to any transfers. By the rules of the Stock Exchange the plaintiff, the buying broker, was obliged to pay the selling broker, from whom he had contracted to buy them on the 28th of August, for the shares; otherwise he would have been declared a defaulter. He accordingly paid the price, and sued his principal (the defendant) for it; and the Court (Creswell, Crowder, and Willes, JJ.) unanimously held that his action was well founded; that his principal had given him an implied authority to pay the money for him, and that, consequently, he could recover it back. The basis of this decision was that the chance of the directors refusing their assent to the transfer was not enough to invalidate the transaction.

So matters stood at the passing of the Companies Act, 1862, by the 153rd section of which it is provided that, "where any company is being wound up by the Court,

or subject to the supervision of the Court, all dispositions of the property, effects, and things in action of the company, and every transfer of shares, or alteration in the *status* of the members of the company, made between the commencement of the winding-up and the order for winding-up shall, unless the Court otherwise orders, be void." This section seems to have raised a doubt amongst stockbrokers whether all dealings with shares, subsequent to the winding-up petition, were not absolutely void, in which case they would not be entitled to recover from their principals for money paid in defiance of the law of the land, though in accordance with the rules of the Stock Exchange. In *Taylor* v. *Stray* there was the contingency of the directors not allowing the transfer, but here, it was said, the Act positively forbade it, unless the Court of Chancery should take upon itself to constitute the particular case an exception. Under these circumstances, recourse was had to the legal oracles, and a case embodying this question was submitted to two distinguished members of the Chancery bar—Mr. Glasse and Mr. Locock Webb. Their opinion was published in the daily papers of the 17th of May, and from it we extract the following paragraph:—"We are of opinion that, as no legal transfer can be made so as to be delivered with the shares according to the ordinary practice, the vendor's broker cannot complete his contract, and the purchaser's broker is therefore not bound to pay the amount contracted to be paid. In *Taylor* v. *Stray* there was, and could be, a complete transfer of shares by the vendors, while here there is a statutory prohibition." As we pointed out in a former article,* this opinion was written on the question whether the buyer's broker was bound to pay for the shares, and did not treat of the liability of principal and broker; however, whether the opinion was misapprehended or not, the result of its publication not unnaturally was a whole crop of repudiating principals, who thought that, if their brokers had paid without being obliged to do so, they might refuse to recoup them, and so get out of their losses. Thus the unfortunate brokers, who could never have got more than their commission on such transactions, found themselves in a fair way to stand the heavy losses caused by the collapse of ill-fated or bubble companies. One of them, however, in an able letter to the *Daily News*, in June last, vigorously attacked the opinion we have quoted, and stigmatised it as mischievous and ill-considered, adducing much the same line of argument as that relied on in our remarks of the 18th of August,† and now adopted by the Court of Common Pleas. The conclusion at which we there arrived was, that the principal in moral fairness should pay, and that we should expect that, in an action to recover his money from him, the broker would prove successful; and that prediction has been amply verified.

The question came before the Common Pleas in different forms, as there were two rules and some demurrers to be argued‡ at the same time, but the simple point was whether, where a broker, who had bought Overend & Gurney shares for the account on behalf of his principal, paid the selling broker on the settling day, and in the meantime a winding up petition had been presented, the principal was liable to him for the amount so paid, the winding-up order not being made till long afterwards. The Court held that he was so liable, because he employed the broker subject to the rules of the Stock Exchange, and that the 153rd section of the Companies Act, which applies to the time intervening between petition and order, did not override those rules, and, therefore, that the transaction was not avoided. The simple test applied by Mr. Justice Willes was whether the purchaser could, under the circumstances, have insisted on the delivery of the transfer and certificates, and his Lordship thought that he clearly could, inasmuch as he had a right to apply to the Court of Chancery to be made a member of the company; this position is established by *Emmerson's case*, 15 W. R. 905, 1 L. R. Ap. 433, where, no doubt, the Lords Justices reversed an order of the Master of the Rolls placing Mr. Emmerson on a list of contributories; but, while doing so, on the ground that under the circumstances a court of equity could not compel the purchaser of the shares to complete, they expressly held that the Court had a discretion to make valid dealings with shares between the presentation of a winding-up petition and the order made upon it. In the particular cases before the Common Pleas, *non constat* at the time of payment that any winding-up order would ever be made, and it was quite possible that the shares might afterwards have acquired value. Mr. Justice Montague Smith placed the matter in a very clear light when he gave as the grounds of his judgment that the defendant's liability arose from the original contract of employment, one of the terms of which was that he would indemnify the broker against the consequences of such employment, including the burden cast on him by the rules of the Stock Exchange. It is to be regretted that these rules, which are written, should be so much withdrawn from the public eye, and that the members should exhibit so manifest a reluctance to have them canvassed in a court of justice. The effect of the rules, said Willes, J., is very honest, and it is clear that they are viewed with favour by the courts; but changes are we believe often made in them, and it seems scarcely reasonable that when the public buy on the Stock Exchange their contracts should be presumed to contain terms which they have little or no opportunity of ascertaining. When the custom of a district or a market is imported into a bargain, it is a well known custom; but this can scarcely be said of the rules of the Stock Exchange generally, though the rule relating to the cases we have been discussing no doubt is well known.

The decision of the Common Pleas is, we are glad to think, no less consistent with reason and with justice, than with authority; for surely it would be a hard thing if a speculator, whose alone would be the profits of the transaction, if successful, could shelter himself under the Act, and throw on an innocent broker, earning no more than his commission, a liability which might be practically unlimited. It will be observed that the decision, though it bears upon, does not touch the question between the original vendor and vendee, viz., under what circumstances the vendee can be fixed with the shares. In conclusion we may remark, that we have never liked the course, so prevalent of late, of publishing in the newspapers counsel opinions on the legal problems of the day, and the cases we have been considering do not tend to remove our objection to this practice.

* 10 Sol. Jour. 1002. † 10 Sol. Jour. 1001.

‡ We may, perhaps, be pardoned for observing here, though irrelevant to the matter in hand, that on a case being cited in the argument from the "*Weekly Notes* of the AUTHORIZED Reports," Willes, J., remarked that he knew of none such. This is not the first time his Lordship has made a similar observation.

COURTS.

ROLLS COURT.

Jan. 19.—*Special retainers in winding-up matters.*—The Master of the Rolls said that he had come to the determination not to allow the expenses of special retainers in winding-up cases out of the funds of any company which was being wound up by the Court; but that such retainers, when given to counsel, must be paid for by the persons who gave them.

Several other petitions, praying for winding-up orders, were directed to stand over.

VICE-CHANCELLOR WOOD'S CHAMBERS.

Jan. 19.—*Inns of Court Hotel Company.*—Mr. Price appeared upon a summons to fix the amount of security to be given by the liquidators, Messrs. Bewlay & Nichols, who were appointed on Tuesday last.

The CHIEF CLERK fixed the securities at the sum of £1,000.

WEST INDIAN ENCUMBERED ESTATES COURT.

8, Park-street, Westminster.

(Before Mr. FLEMING, Q.C., and Mr. REGINALD J. CUST, Commissioners.)

Jan. 16.—*Re Edwards. Ex parte Shand. The Cocoa Nut Hall Estate. The Grove Estate.*—In this case two estates in the island of Antigua, called respectively the Cocoa Nut Hall Estate and the Grove Estate, containing together about 727 acres, had been sold under an order of the commissioners, and the case came before the Commissioners on the final settlement of the schedule of incumbrances. The two estates formerly belonged to Andrew Edwards, who by his will, dated 20th November, 1815, and a codicil thereto, devised them to his eldest son in strict settlement, subject to four legacies of £6,000 currency in favour of his three younger children and his granddaughter Ann Eliza Edwards, and to two annuities. The testator then directed that the above legacies should be paid, as soon as conveniently might be after his decease, out of the rents and profits of his estate, but not by any sale thereof, the eldest of the said legatees to be paid his or her legacy before the younger of such legatees, as they should be in seniority of age and priority of birth, and that each of such legacies should carry interest from the time of his decease. The testator then empowered such of his sons as should, for the time being, be tenants for life of his real estate, to charge the same with portions for their younger children to the extent of £5,000, and for want of any such charge by the tenant for life, the testator charged his real estate with the payment of £5,000 to the younger children of such tenant for life. The testator died in 1819, and the estates descended to the eldest son as tenant for life, and to his issue in due course.

The eldest son, by his will, in execution of the power given him by the will of the testator, charged the estates with the sum of £5,000 in favour of his daughter Eliza Mary Ann Edwards. None of the legacies were ever paid, but the annuities were kept down. Both the annuitants were dead, and a claim for arrears had been made by the representatives of one of them.

In 1851 proceedings were taken in the Local Court of Chancery to raise the legacies, and a receiver was appointed over the Cocoa Nut Hall Estate. The proceeds of the estate were, however, insufficient to defray the expenses, and the only result of the above proceedings was that, in addition to the previous incumbrances, a large balance became due to the receiver, and to Mr. Shand, the consignee. In 1866 the estates were sold by the Commissioners.

The purchase-monies of the Cocoa Nut Hall Estate were insufficient to discharge the amount due to the receiver and consignee, but the purchase-monies of the Grove Estate became divisible among the legatees; and the principal questions for decision were whether upon the true construction of the will the legacies ought to be paid according to seniority of age and priority of birth, or rateably, the purchase-money being insufficient to pay them all in full; and also whether Eliza Mary Ann Edwards was entitled to be paid her legacy *pari passu* with the other legatees. There was also a further question as to the mode in which the legacies and annuities were to abate respectively. The case was argued at length before the Commissioners on the 28th November, 1866, when the Commissioners reserved their judgment on the above points.

Mr. *Speed* appeared for Mr. Shand, the consignee and assignee of one of the legacies; *W. W. Mackeson* for several other legatees.

Mr. FLEMING, Chief Commissioner, after disposing of certain questions which had been raised respecting the consignees' accounts, said:—

Several questions have been raised before me in relation to the proceeds of the sale of these estates. Of most of them I disposed during the hearing, but I reserved my judgment in respect of the priority claimed for the legacy given to the eldest child of the testator, Mr. Edwards. With regard to the claim made on behalf of the testator's granddaughter Eliza Mary Ann Edwards, it appeared, and still appears, to me to be wholly untenable. The legacy of £5,000, first expressed to be given to her, is bequeathed to her only in case her father should not survive the testator, but he did survive the testator, and the circumstances under which it was to become a bequest to her never arose: I am also of opinion that the £5,000 claimed on her behalf, under the subsequent provision in the will, was not effectually given to her. The estates, subject to the legacies validly bequeathed by the testator, were settled by a strict entail upon her father, the testator's eldest son, as tenant for life, and a power was given to him when in actual possession to charge the estate with £5,000 in favour of his younger children. In case he did not make such charge, the testator bequeathed a similar sum to those children, but the son did make the charge, and the contingency on which alone the testator's bequest was to have effect did not arise, and consequently Eliza Mary Ann Edwards, as the child who might have been entitled if her father had not executed the power, cannot succeed in her claim as her father did execute the power. It is true that she takes nothing under the execution of that power by her father, but that is owing, not to any defective exercise of the power, but solely to the fact that the property charged has been exhausted by prior charges.

The question of priority on which we reserved our decision has been very fully and ably argued. The point like most other points arising upon the disputed construction of wills, may not be free from doubt, but I have come to the conclusion that I cannot allow the priority claimed for the legacy given to the eldest child. It is my duty, as far as possible, to give effect to all the provisions of the testator's will, and to carry into effect his intention as disclosed in that instrument, and I think I should fail both in giving effect to the whole will, and in carrying out the testator's intentions if I were to allow the priority which has been insisted upon. It does not appear to me necessary to enter into a minute examination of the will, because, with the testator's clear directions that the legacies shall be charged upon his estate, and that the devisees shall take subject to the charge made in favour of the legatees, I cannot doubt that the testator intended all the legacies to be a charge upon, and, if necessary, that they should all be paid out of, the corpus of the estate. The directions that the legacies should be paid solely out of the rents and profits, and when so paid should be paid according to the seniority in age of the children, are directions which cannot, under the circumstances which have arisen, be carried into effect; and I do not think that I should be justified in importing the direction as to seniority given in regard to the mode of dealing with the rents and profits, into the order of this Court for distributing the proceeds resulting from the sale of the corpus of the estate. It is evident from the whole of the will, that after making provision by the legacies for his younger children, the testator most anxiously desired to preserve the estates in his family, and the directions as to payment of the legacies out of the rents and profits, appeared to me to be given with the intent of preserving the estate in the family; and in reference to the convenience and position of that estate, and, according to the well-known principle of equity on which *Sherman* v. *Collins*, 3 Atk. 318, and similar cases were decided, I cannot allow those directions to prejudice any of the legatees, or to place one of them in a better position than the others, and I must therefore disallow the claim for priority insisted upon in favour of the legacy given to the eldest child, and decide that the legacies given to the testator's children, and the legacy given to his granddaughter Ann Eliza Edwards, and the annuity, are to be paid rateably out of the proceeds of the sale. In calculating the amount to be paid in regard to the annuity, I think, as the annuitant is dead, that I must follow the case of *Todd* v. *Beilby*, decided by the Master of the Rolls, 27 Bev. 353. When the present case was argued before me, I was not aware of that decision, and was prepared to decide in accordance with that which had been so long the practice of the Court of Chancery, and to follow the ruling of Vice-Chancellor Knight Bruce in *Wroughton* v. *Colquhoun*, 1 De G. & Sm. 360; but as *Todd* v. *Beilby* has not been appealed from, I consider that it has fixed the practice of the Court for the future, and I shall follow it. I must therefore direct the amount due to the accountant for arrears of the annuity at the time of her death to be ascertained, and shall direct the dividend to be paid upon that sum. As the proceeds of the sale of the estate have not produced sufficient to pay the amounts due for principal upon the legacies, it is unnecessary to calculate or allow interest upon them, and therefore interest cannot be allowed upon the arrears of the annuity. My order consequently is that the amount realised by the sale of the Grove Estate,

after payment of the percentage and costs, be paid rateably according to the amount due upon the legacies, and the amount found due for the arrears of the annuity,

The cost of all parties to come out of the fund.

Mr. CUST concurred.

COURT OF QUEEN'S BENCH.

Jan. 24.—*In the matter of an Attorney.*—This was an application against an attorney, under these circumstances :—A person named Hill had brought an action against the Great Western Railway Company to recover damages for injuries alleged to have been received while a passenger on their line. The jury found for the company, and almost immediately afterwards the plaintiff went through the Bankruptcy Court at Birmingham upon his own petition, and on that occasion the circumstances were disclosed which were now stated as the ground for the present application. He stated that the attorney who had taken up his case had done so on an arrangement that he should receive £20 on every £100 which might be given by the jury as damages, the attorney stating that he had brought nearly 50 actions against railway companies, and had recovered in all but one of them. Upon these facts,

Mr. *Huddleston* (with him Mr. *H. James*) now moved, on the part of the company, for a rule calling on the attorney to show cause why he should not be struck off the roll for misconduct. Such an arrangement, the learned counsel said, was clearly illegal, for it was champerty in its grossest form, and such corrupt agreements were calculated to produce the most pernicious and mischievous consequences, fostering, as they did, a system of speculative litigation, which there was reason to believe had produced already most grievous results.

The Court granted a rule *nisi*.

COURT OF EXCHEQUER.

Jan. 18.—*Marshall* v. *Matson.*—This was a most extraordinary action.

Mr. *Joyce* appeared for the plaintiff, and Mr. *Pearce* for the defendant.

The plaintiff, a solicitor, sued the defendant, the proprietor of one of the Greenwich omnibuses, for refusing to carry him as a passenger. The defendant, among other pleas, pleaded that the plaintiff was not in a fit and proper state to be carried in a public conveyance. It appeared that on the occasion in question the plaintiff had been engaged in business at the Greenwich County Court, and was about to return to London by one of the defendant's omnibuses, when he was induced to get out by the representation of the conductor that the omnibus did not go to the Old Kent-road. After the omnibus had left, the plaintiff discovered that he had been deceived by the conductor as to its destination, and he accordingly came up to town by train, caught the omnibus in Gracechurch-street, and demanded an explanation. The conductor then told him that he had got rid of him because he was not sober. The plaintiff then brought this action in order to disprove the charge of drunkeness that had been made against him.

His LORDSHIP ruled that there had been no legal refusal to carry on the part of the conductor, who had got rid of a passenger whom he did not want by a trick. There was also a misdescription of the omnibus in the declaration which would be fatal to the plaintiff's case.

A verdict on the main issue was then entered for the defendant, the issue as to the sobriety of the plaintiff being found for the plaintiff.

Jan. 19.—*Piercy and Another* v. *The Bristol and Somerset Railway Company.*—In this case a rule had been obtained by Mr. *Bullen*, to set aside an order made by Mr. Baron Martin, at chambers, requiring the company to allow the plaintiffs to inspect the register of shareholders.

Mr. *Littler* now showed cause against the rule. The plaintiffs, who are contractors, had obtained judgment against the company for £10,500, and according to the statement of the secretary the company was hopelessly insolvent. The 30th section of the Companies Clauses Act provided that where a company had no funds execution could be levied by creditors against any of the shareholders for the amount which remained unpaid upon their shares, and the object for inspecting the register was to ascertain the names of the holders of unpaid-up shares. The learned counsel referred to the case of *Meader* v. *The Isle of Wight Ferry Company*, 9 W. R. 750, in which Mr. Baron Martin had made an order for inspection under precisely similar circumstances, and this Court, upon argument, was unanimously of opinion that power was given by the statute to a judge to issue such an order, and therefore upheld it.

The LORD CHIEF BARON.—I am of opinion that the authority quoted is binding upon this Court, and therefore, on that ground, and on that ground only, I think the rule should be discharged.

Mr. *Serjt. Hayes* (who, with Mr. *Bullen*, appeared in support of the rule) said he proposed to contend that the remedy of the plaintiffs was by *mandamus;* but, after the intimation of the Court, he would not proceed with his argument.

Rule discharged.

Jan. 22.—*Butler* v. *Knight.*—This was an action against an attorney for improperly compromising his client's case, tried before Mr. Justice Keating, at Stafford. The main facts were these :—The plaintiff had recovered a sum of £300 as damages in an action for breach of promise of marriage against a person named Ruff. The defendant, Mr. Knight, was her attorney in that action. Judgment was signed on the 27th of July. The plaintiff went away to Liverpool, leaving Mr. Knight, as it was held, to act still as her attorney and to receive the amount recovered, but forbidding him to accept less than the whole amount. But, on the 3rd of August, an offer having been made of a compromise by some of the defendant's friends, and the defendant himself being penniless, Mr. Knight accepted £100 in settlement of the claim. The present action was brought against Mr. Knight for entering into the compromise. The jury found a verdict for the plaintiff with £300 damages, if the compromise was binding upon the client, or £50 if it was not so.

Mr. *Huddleston*, Q.C., had obtained a rule *nisi* to set aside the verdict, and enter a nonsuit, or to reduce the damages.

Mr. *Powell*, Q.C., and Mr. *George Brown* on Saturday last showed cause against the rule.

Mr. *Huddleston*, Q.C., and Mr. *Macnamara* now supported the rule. They contended that an attorney's authority being at an end with the judgment, the compromise made after judgment was not binding on the client, who had therefore sustained no damage ; and, at any rate, the original defendant being a penniless man, nothing could have been recovered upon the judgment, and upon that ground also no injury had been suffered.

The COURT held that, though in the absence of circumstances to qualify the rule, the relation of attorney and client is determined upon judgment, the facts of the present case sufficiently showed that the client intended that relation, and the authority incident to it, to continue after judgment ; and, accordingly, the compromise was binding upon the client. Although, therefore, Mr. Knight had clearly acted in perfect good faith, he was still liable in the present action. As to the damages, the Court would not say that they ought to be merely nominal, but the amount given was wholly excessive.

Rule absolute for a new trial, unless the plaintiff would consent to reduce the damages to £150.

COURT OF ADMIRALTY.

Jan. 15, 22.—*The "Philippine."*—This was an application to the Court under the Attorneys' Act (23 & 24 Vict. c. 127, s. 28. The suit had been instituted by the master for his wages, and a reference having been made to the registrar and merchants of all the accounts outstanding and unsettled between the owners and the master, the registrar had considered, not only the amount of wages due, but also the liability of the master in respect of the purchase-money of shares in the vessel, and in the result it was found that £103 was due to the master for wages, but that he was liable to the owners for the sum of £173, balance of unpaid purchase-money of the said shares, and that, therefore, the sum of £70 was due from him to them.

Mr. *V. Lushington*, on behalf of Messrs. Howard & Co., the solicitors for the master in the suit, applied to the Court to declare that they were entitled to a charge for their costs upon the amount recovered as wages.

Mr. *E. C. Clarkson* opposed the motion, and contended that the Act did not apply to attorneys when practising in the High Court of Admiralty, and that, even if it did, nothing was recovered in this instance; but, on the con-

trary, the master was, upon the balance of accounts, found to be a debtor.

The COURT took time to consider its judgment, and was now (Jan. 22) of opinion that, by the terms of the interpretation clause, the Act applied to this Court, and that in the result of the suit property had been recovered or preserved, inasmuch as a considerable sum had been recovered in the first instance as wages, and besides, the master had been declared entitled to four shares, subject to the payment of the balance of the purchase-money. The Court, therefore, declared Messrs. Howard & Co. entitled to a charge upon the amount recovered as wages, but refused at present to enforce payment, as the evidence for that purpose was defective.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Jan. 23.—*In re J. H. Clayton.*—The bankrupt was a solicitor, of Serle-street, Lincoln's-inn, and of Guildford-street. This was a sitting for examination and discharge. The case has been before the Court upwards of three years. The debts are stated at £3,010, of which £1,631 is due to unsecured creditors; assets returned at £1,801.

Mr. *Bagley* stated that the assets were dependent on the result of a suit in Chancery, which was not yet terminated. An adjournment was proposed, with a view to a proposal being made to the creditors.

Mr. *Halse*, for the assignees, concurred.

His HONOUR remarked on the time the case had been kept before the Court, and was informed that it was owing to the bankrupt's illness.

An adjournment was ordered.

GENERAL CORRESPONDENCE.

STAMP DUTIES—POLICIES OF MARINE (AND OTHER) INSURANCES ISSUED ABROAD IN RESPECT OF CLAIMS PAYABLE HERE, &c.—28 & 29 VICT. c. 96.

Sir,—The following correspondence has appeared in the money article of the *Times*:—

"London, Jan. 11.

"Sir,—Can any of your correspondents inform us as to the actual state of the law with regard to the restamping of marine policies issued abroad, but made payable in the United Kingdom? Would an insurance company incur any penalty by paying a claim on a policy which had not been restamped in this country in accordance with the late Act of Parliament on this subject,—viz., 28 & 29 Vict. c. 96, and would any penalty attach to the assured for having neglected, to get such policy restamped as we find no mention made upon this point in the above Act?

"We are induced to write the above queries, as this is a very important subject, and we understand that irregularities are creeping in among merchants and underwriters in this matter: that many of the former do not restamp their policies here, as several of the latter will pay claims without such policies being restamped. The basis of this irregularity seems to be that there is apparently no penalty incurred on either side for not restamping such policies, and consequently the underwriter who refuses on moral grounds to pay on such policies is held up as being most illiberal. Now, we think that there ought to be a uniform course of action; either all underwriters should insist upon the policy being restamped, and refuse to pay claims if not done so, or merchants and underwriters should combine to petition Parliament against this unjust law, which requires stamps on the same policy both in India and the United Kingdom. We should also like to bring to the notice of underwriters who pay claims on policies not restamped that they would be placed in an awkward position in the event of the validity of a settlement having to be proved in a court of law, which would not recognize such policies as legal documents.

"We enclose our card for your information, and remain yours faithfully, "EAST INDIA MERCHANTS."

"London, Jan. 12.

"Sir,—In reply to your correspondent's letter in the Money Article of to-day, I may mention that when the Act 28th & 29th Vict. c. 96, came into force, I had a case submitted to one of the most eminent counsel at the bar whether, in his opinion, the law inflicts any penalty other than the invalidity of the policy in a court of law here, on either the company issuing the policy, or their agents, for settlement of claims on policies issued abroad, and made payable in this country, and which policies have not been restamped in this country. His opinion is that the only penalty for a default in payment of duties imposed on such policies is their being invalid within the United Kingdom. The 15th section of the Act does not apply to such policies the provisions of the Acts relating to stamp duties in general terms, but merely provides that the stamp duties in force shall extend to and be payable upon them, and the express exception of sea insurances out of the operation of sec. 13 goes to show that it was not the intention of the Legislature to extend any pecuniary penalty to the marine policies chargeable under the 15th section.

"Yours obediently, "R. M'C."

"Jan. 12.

"Sir,—For the information of the 'East India Merchants,' whose letter appeared in the city article of to-day, I beg to say there is no doubt that all the enactments of the general Stamp Acts relating to marine (and other) policies extend to and affect the policies referred to in their letter; and that, in consequence, insurance companies and others paying claims upon the said policies without the latter being stamped commit a grave offence against the stamp laws, and incur very serious penalties.

"It would require too long and technical a statement for (perhaps) the columns of *The Times* and your non-professional correspondents to give the grounds for this opinion, but I have no doubt (I may add) that if your correspondents address the Commissioners of Inland Revenue upon the question their opinion will be in accordance with that herein expressed.

"The enactment more particularly applying to the payment of claims upon unstamped policies of the kind referred to is contained in the following extract from section 4 of the 7 Vict. c. 21:—

"'If any person . . shall pay or allow . . any sum of money upon any loss, or peril, or contingency relative to any such insurance, unless . . such insurance be written on vellum, &c., duly stamped; or if he be concerned in any fraud, fraudulent contrivance, or device, or be guilty of any wilful act, neglect, or omission, with intent to evade he duties, or whereby any shall be evaded, he shall forfeit £100.'

"In addition to the above penalty the policy, if not stamped within the time allowed by the Act imposing the duty (28 & 29 Vict. c. 96, s. 15), within two months of its being received in the United Kingdom, upon proper notification of the time of being so received, would, I believe, be utterly void, although this latter opinion I express with the qualification that I am unable just now to go sufficiently into the authorities to properly verify it.

"In conclusion, I may remark that the practical difficulties and hindrances that beset the mere getting of these policies stamped amount almost to a public grievance.

"H. F. H."

It will be observed that the opinion offered in the third letter (of mine) above quoted is directly opposed to that named in the second letter, as having been given by an eminent member of the bar. And I ask you kindly to afford me space to state the grounds for my opinion, the which I am all the more confirmed in by a reconsideration of the question and reference to authorities. I am afraid I shall somewhat trench upon your space adequately to do this, but I am emboldened to ask your permission to discuss the question, for the reason that it is not only an important one in itself, but that it involves, as it seems to me, the fundamental rules of construction and general operation of Stamp Acts as a body, and besides, that it bears upon your own coincident remarks of last week,* in relation to the case of Foulger, decided by Mr. Knox, the magistrate, where you refer to the construction of statutes.

It is necessary, for the purpose of my argument, to quote the two sections of the Act upon which the question raised chiefly turns, and these, somewhat condensed, are as follows:—

13. "For preventing frauds the penalties contained in section 6 of 16 & 17 Vict. c. 59, shall be applied and put in force in relation to the insurance duties (other than sea insurances) imposed by this Act; and further that no person shall, under a penalty of £20 for default, make, sign, or deliver out unstamped the policy of any insurance upon which duty is imposed by this Act; and as regards a society or company

* 11 Sol. Jour. 260.

making any such insurance, the managing director, secretary, or other principal officer for the time being when such act or default be committed, shall be held to be the person committing or suffering such act or default, and shall, as well as the said society or company, be subject to any penalty imposed by this or any Act in respect of such default."

15. "The Stamp Duty chargeable by this or other Acts now in force upon or in respect of any policy of insurance shall extend to and be payable in respect of any policy or other instrument of insurance which shall be made or signed out of the United Kingdom, by or on behalf of any person carrying on the business of insurance within the United Kingdom, and the same shall not be valid or available for any purpose unless duly stamped; provided that said policies, &c., may be stamped within two months of their being received in the United Kingdom, upon proper certification to the Commissioners of Inland Revenue of the date of being so received, but that after that period they are not to be stamped on any pretence whatever."

It will be observed that counsel rests his opinion, that it is not penal to pay claims upon the policies in question which are not stamped, upon the ground, chiefly, of the express exemption of sea insurances out of the operation of section 13 of the Act; such exemption going to show, as he thinks, that it was not the intention of the Legislature to extend any pecuniary penalties to the marine policies.

I will first remark that, within the strict letter of the Stamp Acts, *all* deeds and instruments liable to duty, with one or two modern exceptions, are required to be stamped before being "written;" but with some instruments it is a penal offence to "write" or sign them on unstamped "vellum, parchment, or paper." Amongst the latter class of instruments have always been policies of insurance, and in particular marine policies; and some of the enactments relating to them are as follows: By the 10th Anne, c. 26, it is enacted (section 70) that all vellum, parchment, and paper upon which any policy shall be written or printed, shall before any day, time, or sum, is written or printed therein, be brought to be stamped; and (section 71) that if any person violate the foregoing enactments he shall forfeit the several penalties named therein; and the poliey is not to be given in evidence unless the last (therein) named penalty and the duty be paid, and a receipt produced for the same. The 35 Geo. 3, c. 63, deals specially with marine insurance, and by section 13 it is enacted that every contract for insurance is to be *written*, and by section 14 *that no insurance in respect whereof any duty is payable is to be available unless duly stamped;* and the Commissioners are precluded from stamping said policies under any pretence whatever after such insurance or contract has been engrossed, printed, or written. There are other similar enactments in this last-named Act, but which, however, are, perhaps, either wholly or partially repealed by section 4 of the 7 Vict. c. 21: so much of such section as seems to me to relate to the payment of claims upon unstamped policies I have quoted in my letter to the *Times*.

The next point, and the chief one, is whether the foregoing enactments of former Acts extend to, and effect, as far as they consistantly can, the policies in question. In all the Acts up to the 24 Vict. c. 91, is contained a clause to the effect that the clauses of all former Acts consistent with, and applicable to the new duties and enactments, shall be applied to the latter. This clause was first inserted in the earliest of the general Consolidating Acts, 44 Geo. 3, c. 48, (1804), in reference to which clause it is said by an admirable writer, and no mean authority on the subject, that "this direction for continuing the provisions of former Acts which were not themselves repealed, might be considered in a great measure, if not wholly, unnecessary, because in the interpretation of these statutes, passed in *pari materiâ*, all are to be taken together as one code: new duties are merely a substitution for former ones, and must, *ex necessitate* be subject to the same provisions. The Courts have put this construction upon the Acts without regard to (probably not being aware of) the express enactment which retained the old laws,"* and more to the same effect. How far this opinion and statement be correct, and of value, I do not stop to discuss, but certainly framers of Acts have practically ignored it, by inserting the clause referred to in all Acts subsequently down to the one before referred to, the 24 & 25 Vict. c. 91. By section 28 of this Act the said clause is differently worded, and so as to operate prospectively, and so for certain to render unnecessary its insertion in future Acts. I say *for certain*, at the same time that I am aware that it *has* been inserted in Acts passed subsequently to the one last named; but as to this I purpose saying something more before concluding this communication. For instance it is by the said section 28 enacted that:—

The Stamp duties by this Act imposed, *and also any other Stamp duties which shall at any time become payable under any Act of Parliament* . . . shall respectively be raised, levied, collected, paid and secured under, and by virtue of, and subject to all the powers, provisions, clauses, regulations, directions, allowances, and exceptions, fines, forfeitures, pains and penalties applicable thereto *for the time being in force relating to stamp duties of the like kind or description respectively*, or any schedule thereto; all which powers (&c., &c.) respectively shall be of full force and effect, with respect to all such duties . . and to the persons liable to the payment thereof, *in all cases for which no express provision is or shall be made*," &c., &c. The parts of this quotation put in italics are either new to, or are a variation of, similar parts of the said general clause of the Acts.

As before observed, the opinion expressed by counsel, "that the only penalty for a default in payment of duties imposed on such policies is their being invalid within the United Kingdom," is stated to rest chiefly on the ground of the express exemption of sea insurances out of the operation of section 13 of the Act. Now this opinion I submit, with deference, is founded in error, by reason of a want of full knowledge of the previously and then subsisting stamp law relating to insurances, and of the previously progressive changes in the duties and enactments, and a want as well, as I further respectfully submit, of a proper study of the Act in question as a whole; in support of which assertion I should first remark that, in addition to the charging by section 15, for the first time, policies of sea (as well as other) insurance made abroad, the Act also, by section 8, repeals all the other sea insurance duties, with, perhaps, one exception (which latter duties were those imposed by the 7 Vict. c. 21), and imposes new duties instead of those repealed.

But while it does this—deals, that is, with insurance duties generally—it embodies no provisions or enactments for regulating and securing the payment of the duties.

Now I have already remarked that amongst those instruments for securing the duties on which the Acts contain pecuniary penal enactments are policies of insurance, and in particular policies of sea insurance. If, therefore, counsel's opinion be correct, it follows, as a consequence, the exemption in section 13 as regards sea insurances being general, and, as I therefore contend, reaching *all*, old and new, sea insurances—it would follow that the strictly penal enactments hitherto operating for securing the duties on sea insurances have, by force of the words (only) of "other than sea insurances" inserted in the body of this section, become wholly repealed. But in fact these words of exemption as regards sea insurances were necessary for retaining the penalties, &c., already existing. The section referred to commences by enacting, that, for preventing frauds, the penalties contained in section 6 of the 16 & 17 Vict. c. 59, shall be applied and put in force in relation to the insurance duties "(other than sea insurances)" imposed by the Act, and that in addition certain penalties, &c., named in the section itself, as these follow, shall also be put in force and applied. Now the duties (of insurance) affected by section 6 of the 16 & 17 Vict. c. 59, were exclusively life insurances. Further, the present Act (28 & 29 Vict. c. 96), alters the duties of accidental death and casualty and plate glass insurances; and thus (as I contend is clearly the case), section 13, by excepting sea insurances, reaches all the insurance duties just now named, and so varies and alters the enactments affecting them, but, on the other hand, so thereby *retains unaltered* those relating to the said sea insurances, which enactments I have already herein set out in chief.

There is one and only one other point to deal with, that may be started in opposition to my view. It may be suggested that as the policies in question are signed and completed out of the United Kingdom, the enactments as regards their being stamped before the day, time, and sum is filled in (before, that is, they are underwritten), can not possibly be complied with, and therefore are not "consistent" with the payment of the duties on said policies. This is to be answered thus—that by a careful consideration of section 15 (herein quoted) it will be found that there is the implied assumption in its wording that the general enactments re-

* Tilsley's Treatise on the Stamp Laws, p. 2, 2nd ed.

cessarily extend to the policies thereby being charged with duty, and the proviso for enabling these policies to be stamped after they are *written*, &c., renders such of the said general enactments as are applicable *consistently so*.

I promised again to refer to the fact that the general clause applying provisions of former Acts had been inserted in others subsequent to the 24 & 25 Vict. c. 91, where it is made (as I have, I think, shown) to operate prospectively. The subject and nature of the present discussion, too, would warrant further remarks upon a matter I have not unfrequently *harped* upon in your columns; this matter being the much too frequent and very objectionable legislation upon the stamp duties of late years. But these two subjects, if I attempt again to deal with them, I must reserve for a future communication, having already, I fear, unduly trespassed upon your space.

H. F. H.

ATTORNEYS AS GOVERNMENT COLLECTORS.

Sir,—It has frequently occurred to me that as the attorneys and solicitors are collectors of a considerable revenue for the government of the country, they ought to be paid a per centage upon their transactions.

I have therefore to suggest to the Law Association of the Kingdom that a united application be made to the proper quarter for the attorneys and solicitors to be paid a commission upon all stamps, and upon all probate, administration, succession, and residuary duties, and in fact upon all moneys collected by them for the Government.

I throw this out as a hint merely, in the hope that it will be taken up and improved upon, and carried into operation.

A SOLICITOR.

APPOINTMENTS.

SECKER BROUGH, of Osgoode Hall, Esq., Q.C., to be Judge of the County Court of the United Counties of Huron and Bruce, Upper Canada, in the room of Robert Cooper, Esq., deceased.

JACOB FARRAND PRINGLE, of Osgoode Hall, Esq., Barrister-at-Law, to be Junior Judge of the United Counties of Stormont, Dundas, and Glengary, Upper Canada.

JOHN JUCHEREAU KINGSMILL, of Osgoode Hall, Esq., Barrister-at-Law, to be Judge of the County Court in and for the county of Bruce, Upper Canada.

MR. HENRY THOBY PRINSEP, Legal Remembrancer to the Bengal Government, to be a member of the Legislative Council of that Presidency.

MR. J. L. WARDEN, of the Bombay Civil Service, to be extra Assistant-Secretary to the Government of Bombay, in the Political and Judicial Departments, and also to perform the duties of Secretary to the Legislative Council of the Western Presidency. Mr. Warden was called to the bar by the Hon. Society of Lincoln's-inn in Trinity Term, 1865.

JOHN CORYTON, Esq., of Lincoln's-inn, practising at the Calcutta bar, to be Recorder and Judge of the Small Cause Court of Maulmain, in British Burmah. Mr. Coryton was called to the bar in Michaelmas Term, 1852, and has been for some years in practice at Calcutta.

IRELAND.

RECORD OF TITLE OFFICE.

The following is a return from the Record of Title Office Landed Estates Court, up to the 18th inst.:

The number of separate properties recorded under the Record of Title Act (1865) up to the present time is 115; the number of applications pending to record titles, heretofore granted by the Incumbered or Landed Estates Court, is 17; the aggregate value of the estates actually entered on the record of title is £295,507 0s. 8d.

R. DENNY URLIN.

Observations on the above Return.

1. The Record of Title Act, although passed in 1865, did not come into full working order before May, 1866, when officers were distinctly appointed to take charge of the business under it. 2. During the long vacation, August, September, and October, as the Judges were not sitting to execute deeds, no new titles were recorded. The office, however, was open daily, and transfers and other instruments by recorded owners were executed. 3. The only business as yet transacted under the Land Debentures Act (1865) has been the issue of two certificates, authorising the issue of debentures under that Act. No debentures have been actually issued. 4. Statutory charges under the Record of Title Act have been created in ten instances, the aggregate amount charged being £29,880. This seems to show (and evidence on this point has never before appeared) that one-tenth of the purchase-money of estates in the Landed Estates Court is borrowed. 5. Holders of Parliamentary titles in Ireland may take advantage of the Act during the present year at a nominal cost. After the year 1867 they will be liable to the full duty of 10s. per cent. on the first £10,000, and above that on a decreasing scale.

R. D. U.

CONSISTORIAL COURT OF DUBLIN.

Jan. 22.—*Shaw* v. *Shaw*.—This very strange and painful case occupied the attention of the Court. The petitioner is Mrs. Shaw, the wife of Dr. George Ferdinand Shaw, a fellow of Trinity College, and not the least distinguished of the scholars and writers for whom the University of Dublin takes credit. The suit is nominally for divorce, but the proceedings yesterday were merely preliminary. Dr. Shaw, being himself a member of the bar, conducted his own case in person. The facts have not yet transpired.

COLONIAL TRIBUNALS & JURISPRUDENCE.

INDIA.

LOCKING UP JURIES.

An appeal of an unusual and interesting character has been recently argued before four judges of the High Court of Bombay. At the criminal sessions of September, 1865, three persons, directors of the Commercial Finance and Stock Exchange Corporation, were tried for forgery, abetment of forgery, and abetment of criminal breach of trust, in their capacity as directors of the institution named.; The two first named were sentenced to transportation for life, with the confiscation of their moveable and immoveable property, and the third was sentenced to four years' imprisonment. The case lasted two days, and the presiding judge, instead of locking up the jury, allowed them to return to their homes for the night, with an admonition not to converse with anyone upon the subject of the trial. The question has been raised whether the trial has not been vitiated by the jury being allowed to separate during its progress. The case is one of the famous decisions of Mr. Justice Anstey, which roused so much ill-feeling in Bombay. If the trial can be vitiated on the ground of objection raised, the native community will hail it as a triumph over a judge they hated when he sat on the bench, and as a very clever defeat of the natural course of law. The result is waited for with not a little anxiety and curiosity by many among the native portion of the community.—*Bombay Gazette.*

FOREIGN TRIBUNALS & JURISPRUDENCE.

FRANCE.

A REVOLT IN A PENITENTIARY.

A trial is just concluded in France which has proved one o the most extraordinary in the annals of crime. There are sixteen of the accused, and they are arraigned at the Court of Assizes of Draguiguan, chief town of the department of the Var. On the 3rd of October last the Penitentiary of the Levant, the largest of a group of isles known as the islands of Hyères (a reformatory where young boys are trained in husbandry), rose in open revolt; and that rebellion had the most appalling consequences, for no less than fourteen boys were literally roasted alive by the ringleaders. On the 24th of September sixty-five Corsicans, who had been confined at St. Antoine, near Ajaccio, were landed in the Levant. In less than six days from their arrival they contrived to raise a rebellion in the colony, which had been till then a model of discipline. The rebellion was soon concocted, and on Tuesday, October 2, burst out in the evening after bedtime. The ringleaders got up from their beds, put down the lights, broke the windows, demolished the partitions, and expelled the guardians. In order to prevent more devastation, one of the latter suggested to the prisoners to go down into the

yard; they went down, vociferating and making awful noises. Then they formed a band, and went towards the house of M. Fauveau, intending to pillage that house, and, perhaps, to commit crimes more terrible. But they were prevented from doing so by the improvised guard protecting M. Fauveau's house.

The first of the ringleaders is named Condurier. The aim of the revolt was the death of the spies. The victual store-house was pillaged, and another warehouse, containing petroleum oil and inflammable matter, was contiguous to it. They broke open three doors, giving access to the passage leading to that warehouse. A fourth door, opening into the warehouse itself, more solid than the three others, resisted, and the only portion of it that they could break was an upper panel; and to enter the petroleum warehouse through that aperture they were obliged to scale the door to get up to it. Condurier communicated to them an idea of his: "Let us shut in there the spies, and then we will set the place on fire." The plan was adopted. The poor fellows suffered the most excruciating agony; their faces were black, their cheeks melted in the fiery flames, their hair blazed; but soon death put an end to their sufferings. Then the rebels wallowed in the grossest orgies. It was only during the evening of the 4th that assistance came to hand. The fire was still raging, and if there had been a little fresh wind the whole range of buildings would have been destroyed. The prisoners were convicted, and sentenced various terms of imprisonment.

BELGIUM.

Capital Punishment.

A motion tending to the abolition of the punishment of death was rejected recently in the Chamber of Representatives.

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

Common Law Reform.*

(*Continued from p.* 259.)

In 1830, by 1 Will. 4, c. 70, the number of judges was increased to fifteen, one additional judge to each court. In 1830 the official value of

Exports was	£38,000,000
Imports	46,000,000
Together	£84,000,000
In 1865—	
Exports	£219,000,000
Imports	271,000,000
	£490,000,000

In 1830 the public revenue was £55,000,000. It is now one-third more, or about £77,000,000. These figures show what amazing advances have been made in the public progress.

Since 1830, railways, steam navigation, telegraphy,† penny postage, free trade, &c., have been invented or practically applied, or have been expanded on a stupendous scale. With the vast strides made between 1830 and 1866 in commerce, manufactures, trades, wealth, &c., there has necessarily been a corresponding increase in litigation, and it would seem almost a work of supererogation to prove to you that if fifteen judges were necessary in 1830, when the imports and exports amounted together in official value to £84,000,000, three more judges‡ are required in 1866 when the official value of exports and imports exceeded £490,000,000. Indeed, the increase in litigation has been larger in proportion than the difference in these figures indicate.

Litigation always does increase in times of prosperity. It is a sign of well doing and money getting in the community when lawyers thrive. When a man has surplus money, he contends about a right or a wrong which he will totally disregard in bad times when he is poor, or struggling with difficulties. It is ill with society, a sign of disease and war, when doctors and artificial limb-makers are in great request.

In the next place the present system of legal terms in London, and of two assizes in the country is insufficient, useless, and effete. It is not meant to be contended that assizes should be abolished, or that the system of judges changing their circuits should be altered: quite the contrary. The judicature of the country should be above all suspicion of influence or prejudice, or favour of "respecting the person of the poor, or honouring the person of the mighty." The splendid eulogium of Sydney Smith on the office of English judge is as true now as when delivered. "He who takes the office of a judge as it now exists in this country, takes in his hand a splendid gem, good and glorious, perfect and pure, he cannot tell in what dangerous and awful times he may be placed: but, as a mariner looks to his compass in the calm, and looks to his compass in the storm, and never keeps his eye off his compass, so in the every vicissitude of a judicial life, deciding for the people, deciding against the people, protecting the just rights of kings, or restraining their unlawful ambition, let him ever cling to that pure, exalted, and Christian independence which towers over the little motives of life which no hope of favour can influence, which no effort of power can control."

With the increase of the number of the judges, the number of assizes ought to be increased,* there should be at least 4 assizes, perhaps 6, or even 12 in very popular centres of commerce and manufacture: the number might be left to some authority; when the statistics of legal procedure are more thoroughly investigated, and ascertained by governmental returns, there might be power somewhere to fix the number of assizes. In the Central Criminal Court Act, 4 & 5 Will. 4. c. 36, s. 15, which enacts that a session shall be held twelve times a-year, "*and oftener if need be*," such times are to be fixed by General Orders of the said Court, which any eight or more of the said judges of his Majesty's Courts at Westminster are thereby empowered to make from time to time.

There is another part of the subject of vast importance, which time prevents more than a passing allusion to, and that is, the prolonged detention of prisoners in gaol before trial. If innocent—and it is presumed that some persons charged with crime are or may be innocent, society inflicts a most awful penalty on a prisoner committed for trial in a county not within the jurisdiction of the Central Criminal Court. Indeed it seems anomalous that there should be twelve gaol deliveries in a year in London and Middlesex, and parts of Surrey, Essex, and Kent, and only two or three in other parts of Great Britain. The places where assizes are held also palpably require a total re-arrangement. Why, to give one single instance, should the people of Birmingham be compelled to go to Stafford or Warwick to try their cases?† Time prevents the elaboration of this, a most important part of the case, but it is the less needful, as every gentleman present will call to mind similar instances in the district he comes from.

Let us now consider the question of how causes are tried at assizes, and we will confine the consideration, for the sake of brevity, to Liverpool and Surrey. In 1865, at the summer assizes at Liverpool there were 125 causes set down for trial, of these forty-seven were special juries; there were two judges, and of course the usual number of criminals to be tried. In 1865, at the summer assizes for Surrey, there were 186 causes set down for trial, of which fifty-two were special juries. The description of one assize will do for all. Speaking of course with the utmost reverence of the judicial office, it may be said that the vast majority of these causes were not tried at all. At the Surrey summer assizes it is nothing less than a conspiracy on the part of all concerned to run through the cause list and get rid of the causes. Sometimes the parties are forced to settle against their will, or it may be with their will, tired of dangling at the assize town, and appalled at the accumulating expense of the witnesses, or their absence. Pressure is put upon the parties by the counsel, who have received their fees, and are anxious to get away and (to do justice to the leading counsel) who are, indeed, overwhelmed with business and worn out with the toil. Causes are constantly referred to arbitration which ought to be tried by a jury. This is a common but most terrible form of injustice. The briefs are prepared, the fees are paid, the witnesses are summoned and are in attendance; they are paid. All the expense of a trial has been incurred, and

* Read before the Metropolitan and Provincial Law Association 9th October, 1866, by J. Anderson Rose, Esq., Solicitor.

† This word should, we think, be telegrapsis (or telegraphesis, if the old telegrapheme controversy were to prevail).—Ed. S. J.

‡ Fifty-nine county court judges, doing an enormous amount of work, have since been added.—Ed. S. J.

* This should, we think, be done, independently of the former question.—Ed. S. J.

† This is now, we understand, to be altered by making Birmingham an assize town on the Oxford circuit.—Ed. S. J.

all these costs are thrown away; the fees paid to counsel and witnesses are lost, fresh fees have to be paid to counsel, attorneys, and witnesses; and moreover, the suitor has to pay a very heavy fee to the arbitrator, on whose charge there is no possible check by taxation or otherwise, whereas no fee would have been paid to the judge if the cause had been tried at Nisi Prius. "We appear to be contending, but we are really engaged in plundering" was the remark of a very shrewd counsel at the last assizes for Surrey. With regard to cases referred to arbitration at Nisi Prius it must be remembered that no case is likely to be taken down for trial at Nisi Prius which ought from its nature to be referred to arbitration. By the 3rd section of the Common Law Procedure Act either party may, immediately the cause is at issue, obtain an order to refer the case to the arbitration of a master if the question is one of account, and let it be added in passing that this reference will be found infinitely more satisfactory than a reference to a barrister: for the master gets no extra pay for sitting as arbitrator; his fees are paid into court, not to him; he has therefore no interest in delay. The trumpery points on a reference about which counsel and arbitrator sitting round a table will talk and examine witnesses for a livelong day, when the barrister reckons his fees for sitting as arbitrator at the same rate as the counsel engaged in the cause, drop into proper insignificance before the master.

An old author, Mr. Ewen Feltham, writing more than 200 years ago, seems to have had great knowledge practically of litigation in his day, for he expresses with singular force and accuracy his experience, not at all unlike what Mr. Owen Feltham would find at the present day if he were alive now. He describes law "as the hedge on either side the road which hinders him breaking into other men's property. A man had as well live in Egypt among all the ten plagues, as in the world among the wicked, without law to defend him. It is every man's civil armour that guards him from the gripes of rapine." With this high opinion of law, however, Feltham had a wise dread of going to law: "to go to law (he adds) is for two persons to kindle a fire at their own cost, to warm others, and singe themselves to cinders." "A law suit is like a building; we cast up the charge in gross and under-reckon it, but being in for it we are trained along through several items, till we can neither bear the account nor leave off, though we have a mind to it. The *anxiety*, the *trouble*, the *attendance*, the *hazard*, the *checks*, the *vexations*, *delays*, the *surreptitious advantages* against us, the *defeats of hope*, the *falseness of pretending* friends, the *interests of parties*, the *negligence of agents*, and the designs of ruin upon us, do put us upon a combat against all that can plague poor man, or else we must lie down, be trodden upon, be kicked, and die; so far law may be compared to war, that it is a last resort, and ought never to be used but when all other means do fail." England now is as reckless of the time of her industrious classes as she is of their money, and you realise in litigation what Sydney Smith only imagined; a man stripped of his *flesh* and sitting in his *bones*.

There is yet another fearful injustice which attends these assizes. It is well known that a great number of the causes set down for trial in Surrey are brought by disreputable attorneys for trumpery causes of action for needy or insolvent plaintiffs, who cannot and never intend to pay a half-penny for costs if they lose, against persons who are rich or competent to pay costs; and it is equally well known that there are barristers* who hold the briefs in such cases without payment of the fees, and who know they will not be paid unless they obtain verdicts; and it becomes necessary to prove on the taxation of costs that the fees are paid. These causes are set down as late as possible. On taxation of costs the attorney is entitled to charge for his attendance from the first day of the assize, and the defendant and his witnesses must attend in the same way, for it is impossible to tell when the judge who is trying the criminal cases may finish and commence trying civil causes, and when the civil list is divided nobody can exactly tell how or at whose cause the second judge may commence trying causes. The costs are thus fearfully increased. It need not be added that these attorneys and their counsel are not implicitly to be trusted, and indeed need the most careful watching.

One more matter attending these overburdened assizes is worthy of notice, how many real litigants are deterred from seeking their rights, and how many unfortunate defendants are forced to consent to the most extortionate terms rather than incur the greater loss of defending a cause such as has been described at the Surrey assizes. It may be said that the judges have power to stop a part of the evil by changing the venue. These sort of matters go in cycles. One judge will mostly make an order to change the venue. Another judge seldom. One year all the judges (perhaps after particular public attention has been called to the matter) will make orders to change the venues, and another year perhaps the set may be the other way.

We will now turn to the state of things in London and Middlesex. Here the delay in the trial of important causes is fearful and calls loudly for inquiry and redress.

The lists for London and Middlesex in all the courts for all the sittings after last Trinity Term contained no less than 1,098 causes for trial.

	Causes.	Remanets.	Special Juries
In London there were—			
In the Queen's Bench.....	226	101	94
Exchequer.....	135	21	35
Common Pleas.....	292	89	154
In Middlesex there were—			
In the Queen's Bench.....	226	140	104
Exchequer.....	99	29	37
Common Pleas.....	120	55	68
	1098	435	489

Not one tithe of these causes has been tried, and observe that 435 cases were remanets, many of them for several terms, and will be probably for several terms to come. No doubt some of them are made special juries solely for the delay, but that only increases the grievance: take one instance—an action brought to recover £42 only, set down for trial at the sitting after Easter Term, made a special jury, not tried, and not likely to be for a twelvemonth after it is set down: take another—an action of ejectment, in which the simple question was, did a tenancy commence and terminate at Lady-day or Michaelmas, made a special jury, the defendant remained in possession of the property (of course without payment of rent) not only eighteen months beyond the expiration of his term, according to the plaintiff's contention, but actually twelve months after the expiration of his term according to his own account. Whilst some are deterred from seeking their rights or redress for their wrongs, others are stimulated to contentious and wanton litigation for the sake of the delay.

With this state of things is it too much to say that a total radical change is required in the times and mode of trying causes at assizes and in London and Middlesex; that an addition to the number of the Common Law Judges is necessary; that the system of the existing legal terms is *effete* for all purposes, and ought to be altered to accord with the wants of the community; that a new system should be inaugurated, either by assimilating the Common Law practice to that enacted by the Central Criminal Court Act, and appointing sittings for each court at least twelve times a-year and oftener if need be, or by making the Nisi Prius Courts sit day by day.*

By the addition of one judge to each of the courts, a judge of each court might sit constantly at chambers and one or more judges of each court might sit continuously at Nisi Prius.

The number of causes for trial is not likely to decrease in the future, indeed, with increased facilities for trial, the number of causes will certainly increase. The amount of legal business has been heavier this year than ever was known.

The present interminable delays are ruinous to the client, or altogether deter him from seeking for his rights, or resisting wrong. They are equally injurious to the profession. We all know that in the vast majority of cases the costs, the interlocutory costs, so to speak, between the commencement of the action and the actual trial, are very small, and it is only when you come to the fees to counsel and witnesses that the bill swells at once to portentous proportions. Now the actual payments to witnesses to facts are not in themselves large, they are not so much as most professional men, merchants, manufacturers, or even many tradesmen, could otherwise earn, so that as a general rule these classes are by no means anxious to be witnesses, in fact we know they do what they can, either to avoid being subpœnaed, or to avoid attendance at the time. It is the aggregate of these payments that swell the

* Equally disreputable.—*Ed. S. J.*

* Or both.—*Ed. S. J.*

costs. It is when the parties and their witnesses are detained day by day in London, or at an assize town, when their travelling expenses and hotel bills have to be paid, that costs mount up to such terrifying proportions. It is not our profit, it is more often a serious loss—it is not the witness's profit, he is but very poorly compensated for his loss of time—and of course the litigants, especially the unsuccessful ones, suffer most of all. Witnesses die, their feelings, their circumstances, change, and their memories fail.

We all owe a debt to our profession, all real practical reforms have proceeded from the profession itself. It is our duty, and our pleasure, to amend, to simplify, to improve the law and its administration, to adopt it to the ever varying necessities of society. "There is not," said Sir James Mackintosh, "in the whole compass of human affairs, so noble a spectacle as that which is displayed in the progress of jurisprudence, where we may contemplate the cautious and unwearied exertions of a succession of wise men through a long course of ages; withdrawing every case as it arises from the dangerous power of desertion, and subjecting it to inflexible rules, attending the dominion of justice and reason, and gradually contracting within the narrowest possible limits, the domain of brutal force and of arbitrary will." We think nothing of spending a quarter of a million of money on a steam frigate, simply as an experiment, but it is very likely that notwithstanding the plainest, clearest, and most irrefragable proof of the necessity of more judges, yet what is called "party" will object to any such proposal as spending £15,000 a-year more for additional judges, and one casts about to see how faction will contend that the fifteen judges, who were sufficient in 1830 to try the causes which arose when the exports and imports together for the year amounted to only eighty-four millions, are able to try the causes arising when the exports and imports amount to four hundred and ninety millions.

It is possible that it may be suggested that thereis no necessity for four judges sitting in Banco, for as one judge sits alone in equity, three judges, or possibly malignant and cunning economy may suggest that two judges, would be ample to sit in Banco at common law. There is really no similarity between the procedure of the two branches, common law and chancery. Everyone knows that a chancery suit is no good to the suitor, and is a loss to the solicitor unless, to start with, there is a stake deposited—a fund in court. In the majority of cases the parties, the trustees, or executors, or administrators, or those acting where there are infants or married women, want the decision of the Court for their guidance and protection only. The suits in the main are administrative, even where they are also contentious. The law administered in our courts of equity is the most perfect and sublime that in theory is or ever was administered or conceived in the world; but, as compared with the jurisprudence administered at common law, chancery law works within narrow limits. The four judges sitting in banco have worked together from time immemorial. They at all events so deciding have satisfied the suitors and the lawyers. Some cases might possibly be as well decided by two judges as by four, but the majority of cases would not, and oftentimes a most complex question arises out of the simplest case; who is to decide, or how is it to be decided when two or four judges are to sit in banco? A single eminent judge is less likely to become a tyrant, or to go astray, with three able coadjutors. It was once said in sport that one judge settled the law, one settled the facts, one settled himself, and one settled everything but the case before him; but in sober truth, one judge of the court will be learned in real property law, another in commercial law, another in the law affecting rights and wrongs; or a judge may be strong in legal lore of all kinds, or in practical common sense, all tending to give weight to their decisions, from the many points of view and the various phases of knowledge by which their judgments are arrived at in all the manifold and varied cases which the wants and wishes and hopes and fears of a highly complex and civilized community are constantly giving rise to. The contentment of the English mind with the judges is now really wonderful. As York Minster was destroyed by a madman, and the temple at Ephesus by a theretofore unknown fool, so this noble superstructure may come to be seriously damaged, if not destroyed, by some pitiful faction-fighter who may pursue his course in the name of party and under the mask of economy.

The consideration of the next suggestion will include some further arguments applicable to this head of the subject. It has been proposed to unite all the Courts of Queen's Bench, Exchequer, and Common Pleas into one Court, to be called the Court of Common Law. There could not be a more senseless or useless change, a change with the maximum of evil and the minimum of good. The competition, so to speak, of these courts works admirably. The statistics show, in a remarkable degree, how exactly the three courts compete with each other, and how each court by competition satisfies the public wants.

The choice of courts is of infinite service to the suitor: what has been said of individual judges applies also to the courts themselves; one court may be more learned or strong in real property law, one in common law, and another in commercial law. To take only one instance—the administration of criminal and municipal law by the Court of Queen's Bench. The principles on which it acts in cases of criminal information, *quo warranto*, *mandamus*, are settled on well known and intelligible bases. They would probably be unsettled for a considerable time by extending the jurisdiction in such cases to all the common law judges, and so of all the special jurisdictions which such court now has. It is inconceivable* that such a change will find acceptance or advocates. We have seen new courts and new jurisdictions tried over and over again in our time, and we have also seen their utter failure. The Court of Review was established with three judges, subsequently reduced to two (who, by the bye, always differed in opinion), then one, and then, finally, was abolished. What a chaos bankruptcy law and judicature has been reduced to.† What in theory can be more perfect than the Court of Error, that the judges of two of the courts should be a court of appeal from the remaining court, but what can possibly work worse or be more unsatisfactory. Three judges sitting on appeal in a court of error may reverse the decision of four judges of equal and co-ordinate rank and authority. Thus the four judges of the Court of Queen's Bench may decide a case. If the Court of Appeal in Error consisted, as it sometimes does, say of five judges of the Courts of Exchequer and Common Pleas, the majority of three might reverse the decision of the four judges of the Court of Queen's Bench; and worse, the minority of two judges of the Court of Error might be of opinion that the Court of Queen's Bench was right, it follows that practically three judges would reverse the decision and opinion of six judges.‡ Take another case where a judge of the highest jurisdiction has the power of calling to his aid on appeal two other judges. It has happened that a Lord Chancellor, certainly of great intellect, has refused on all occasions to sit with the Lords Justices, to his own satisfaction no doubt, but disregarding at all events the wishes of the losing suitor, and ignoring the just right of the suitor to have the most authoritative decree. This want of consideration and courtesy for others begets ill will, unless rumour lies, which of course it often does.

If therefore we find that changes and arrangements, which theoretically promise well, oftentimes signally fail, we may well dismiss the proposal to amalgamate all the courts of common law into one court, as a change which theoretically and practically promises plenty of evil, and no substantial good. It would perhaps be advisable that the judges of all the courts might try causes at nisi prius in any court at the sittings in London and Middlesex, the same as they would on assizes, so that if a judge of one court, sitting at nisi prius at Westminster or Guildhall, had finished his list of causes for trial in his own court, he might assist in trying the causes for trial in the other courts. This might be advantageous if there were courts provided in which causes could be tried under such circumstances,§ but considering the detestable dens provided by the corporation of London for the administration of justice, civil and criminal, it would be useless, at present at all events, to make the change.

Time has foreclosed me: we would all, so far as we can, do something for our noble profession, and for the science of jurisprudence, "the pride of the human intellect, which with all its defects, its redundancies and errors, is the collected reason of ages combining the principles of original

* It is inconceivable that the judges of Common Pleas and Exchequer would hold themselves in the least less bound by the principle aforesaid, if the jurisdiction was extended to their courts, than the same judges would if, as might well be, any of them were transferred to the Queen's Bench.—Ed. S. J.

† *By* such abolition, in part at least.—Ed. S. J.

‡ The remedy for this is to require the Court of Exchequer Chamber to be composed of not less than nine out of the ten judges entitled to sit there.—Ed. S. J.

§ Let us hope that in the "Palace of Justice" this will be so.—Ed. S. J.

justice, with the infinite variety of human concerns." Let us cherish a passionate love for justice, "for truth is its handmaid, freedom is its child, peace is its companion, safety walks in its steps, victory follows in its train; it is the brightest emanation from the gospel, it is the greatest attribute of God. It is that centre round which human motives turn, and justice, sitting on high, sees genius, and power, and wealth, and birth, revolving round her throne, and steadies their paths, and marks out their orbits, and warns with a loud voice, and rules with a strong hand, and carries order and discipline into a world which, but for her would be a wild waste of passion."

Now is the accepted time, when the new palace of justice is about to be designed, to provide also for the more efficient administration of justice itself.

OBITUARY.

EDWIN EDDISON, Esq.

Edwin Eddison, of the firm of Payne, Eddison, & Ford, died at his residence at Headingly Hall, on Sunday last. For some years he held the position of town clerk of the borough of Leeds, an appointment which he resigned in consequence of increasing private business. During the time he filled the office of town-clerk, the Leeds Improvement Bill passed through Parliament. He was a great agriculturist, and his farms in the neighbourhood of Leeds were amongst the most highly cultivated in the county. Mr. Eddison was a member of the Incorporated Law Society, the Metropolitan and Provincial Law Association, and the Solicitors' Benevolent Association. He was admitted to practice in Hilary Term, 1827, and was sixty-one years of age at the time of his decease.

JAMES LAMB BARKER, Esq.

Mr. J. L. Barker, died at his residence, 8, Ogle-terrace, South Shields, on Wednesday last. He had held the office of clerk to the court magistrates for twenty-seven years, and to the borough magistrates for sixteen years. By his decease these two appointments, worth £800 per annum, become vacant. He was admitted in Hilary Term, 1832, and was a member of the Justices' Clerks' Society.

COURT PAPERS.

QUEEN'S BENCH.

This Court will, on Friday the 1st and Saturday the 2nd days of February next, and Saturday the 9th and Monday the 11th days of February next, and the three following days, hold sittings, and will proceed in disposing of the cases in the new trial, special, and crown papers, and any other matters then pending. And will also hold a sitting on Saturday the 26th day of the said month of February for the purpose of giving judgments only.

COURT OF EXCHEQUER.

This Court will hold sittings on Thursday the 7th, Friday the 8th, Saturday the 9th, Monday the 11th, and Tuesday the 12th, days of February, and will at such sittings proceed in disposing of the business then pending in the paper of new trials, and in giving judgment in matters then standing for judgment.

ADMISSION OF ATTORNEYS.

NOTICES OF ADMISSION.

Easter Term, 1867.

[The clerks' names appear in small capitals, and the attorneys to whom articled or assigned follow in ordinary type.]

ADAMS, F. CADWALLADER.—J. V. Longbourne, 4, South-square, Gray's-inn.

ALDRIDGE, REGINALD.—George Andrews, Weymouth; C. Wigg, 50, Lombard-street.

BAKER, WILLIAM FREDERICK.—R. Sweeting, 32, Nicholas-lane; J. F. Young, 6, Frederick's-place, Old Jewry; R. R. Nelson, 6, Frederick's-place, Old Jewry.

BARROW, BRIDGMAN LANGDALE.—F. Baker, Derby; J. Moody, Derby; R. Hallilay, 5, Serjeant's-inn.

BATTING, JAMES.—W. L. Ward, Great Marlow.

BEARPARK, JOHN.—W. P. Parkinson, York.

BENNETT, ELLERY ARTHUR.—J. N. Bennett, Plymouth.

BINGHAM, JOSEPH.—N. Creswick, Sheffield.

BOND, GEORGE ALFRED.—Thomas Hayardz, Harleston, Norfolk; T. J. Newman, Barnsley.

BOODLE, ALFRED WILLIAM.—William Boodle, Cheltenham.

BRADFIELD, JOHN EDWIN.—J. Morris, 6, Old Jewry.

BURGESS, ALFRED HOWARD.—Alfred Paget, Leicester.

BYRNE, GREGORY WIDDRINGTON.—E. Byrne, 3, Whitehall-place.

CARLINE, HENRY S.—R. Carline, Lincoln; R. C. Carline, Lincoln; T. Smith, Sheffield.

CHILD, THOMAS CARR.—M. Child, Hartlepool; W. Brignal, Durham.

CLOUGH, HUGH CASSAR BUTLER.—A. T. Roberts & T. T. Kelly, Mold; E. C. Burton & W. Willoughby, Daventry.

CROSS, WILLIAM.—W. H. Goy, Barton-on-Humber.

DIXON, JOHN JACOB.—W. W. Blake, Northwich.

DRAYTON, THOMAS G. DICKENSON.—E. W. Johnson, Chichester.

ELLIOTT, CHAS. BENJ.—S. J. Elliott, Portsmouth.

FENTON, EDWD.—R. W. Litchfield, Nowcastle-under-Lyme.

FORSTER, GEORGE, jun.—George Forster, sen., Newcastle-upon-Tyne.

FORWARD, WILLIAM.—C. H. Baskett, Evershot.

FOX, BOHUN HY. CRANDLER.—S. Pilgrim, Hinckley.

GIBBS, PHILIP WASHBOURNE.—T. W. Gibbs, Bath.

GREEN, HENRY.—W. Harper, Bury.

HAIGH, GEORGE THOMAS.—G. Haigh, Liverpool.

HARRISON, ALFRED.—T. Harrison, jun., 2, Walbrook.

HINES, THOMAS SHALLCROSS.—T. W. Ranson, Sunderland; and C. H. Hines, Sunderland.

HOLMES, JOHN, B.A.—T. Borrett, 6, Whitehall-place.

HORNE HENRY PERCY.—W. T. Longbourne, 5, South-square, Gray's-inn.

HUMPHREYS, A. ED. LLOYD.—H. Lloyd, 49, Lincoln's-inn-fields.

JONES, FRANK KIRTON.—J. M. Teesdale, 6, Frederick's-place, Old Jewry.

JONES, WM. VAUGHAN.—M. Louis, Ruthin, Denbigh.

JORDAN, JOSEPH.—H. Rogers, Stourbridge.

LAMBERT, WM. HENRY.—W. Lambert, Exeter.

LANE, CHARLES HENRY.—L. O. Bigg, Bristol.

LANGHORNE, RICHARD ERNEST.—W. Crossman, 3, King's-road, Bedford-row.

LEAROYD, SAMUEL.—N. Learoyd, Huddersfield.

LEDGARD, HENRY.—W. Ford, 4, South-square, Gray's-inn; H. Bell, 36, Bedford-row.

LEEMAN, JOHN.—G. Leeman, York.

LITTON, HENRY.—J. Barratt, Warrington; T. Grundy, Manchester.

LLOYD, WILLIAM JAMES.—G. Blakey, Newport.

MEIKLE, JOHN.—R. R. Greig, 5, Verulam-buildings.

MORRIS, WILLIAM.—W. W. Aldridge, 31, Bedford-row.

MOTE, JOSEPH.—M. Smith, 5, Berners-street.

NELSON, JOHN.—G. M. Saunders, Wath-upon-Dearne.

NICHOLSON, THOMAS HENRY.—J. Nicholson, Ambleside.

NOTCUTT, THOMAS FOSTER.—S. A. Notcutt, jun., Ipswich.

PARSONS, ROBERT HENRY BEST.—L. W. Winterbotham, Stroud; H. J. Birch, Chester.

PEARLESS, JOHN RICHARD.—W. Gorham, Tunbridge.

POSTLETHWAITE, JOHN, jun.—J. Postlethwaite, Whitehaven.

PRESSWELL, HENRY JARDINE.—G. Presswell, Totnes.

REES, THOMAS.—J. Stockwood, Cowbridge.

RICKARDS, FREDERICK STANLEY.—B. S. Rickards, Alfreton.

SAWYER, WILLIAM PHILLIPS.—C. F. Murray, 11, Birchin-lane.

STEPHENS, ROBILLIARD KING.—J. T. Treherne, 75, Aldermanbury.

STEVENS, AUGUSTUS GARDINER.—F. G. Sherrard, Bristol.

STEVENSON, HENRY, jun.—Alfred Leaf, Manchester.

STIRLING, HUGH.—F. L. Hutchins, 11, Birchin-lane.

STOCKWOOD, ALFRED.—J. Stockwood, Cowbridge.

THOMAS, JAMES G.—W. Forrester, Malmesbury.

THORP, CHARLES.—J. Andrew, 44, Lincoln's-inn-fields.

TRISTRAM, TREVOR MYERS.—W. H. Myers, Manchester.

VINCENT, LOUIS PHILIP.—H. C. Chilton, 25, Chancery-lane.

WATSON, THOMAS.—H. Dobinson, Carlisle.

WELCH, EDWIN BUCKLAND KEMP.—M. K. Welch, Poole.

WOLFE, FREDERICK.—J. Smith, Andover.

WOOD, THOMAS GARD.—W. Wood, 178, New Kent-road.

WOODWARD, HENLY DAW.—H. Woodward, Wednesbury.

WRIGHT, EDWARD.—R. Davies, Warrington.
WRIGHT, WILLIAM HORACE.—S. Walker, 29, Lincoln-inn-fields.

Easter Term, 1867, pursuant to Judges' Orders.

CHAPMAN, CHARLES COX.—Ralph Chapman, Weston-super-Mare.
GEPP, WALTER PAYNE.—T. M. Gepp, Chelmsford.
JACOBS, FREDERICK.—F. Turner, 68, Aldermanbury.
JONES, HOWARD CHARLES.—Alfred Godby Blake, 39, King William-street; J. J. Blake, 39, King William-street; E. L. Rowcliffe, 1, Bedford-row.
SMITH, EDWARD.—Edwin Witchell, Stroud.
SMITHSON, EDWARD WALTER.—Robert E. Smithson, York.

Last Day of Hilary Term, 1867, pursuant to rule of Court.

BURGESS, ALFRED HOWARD.—Alfred Paget, Leicester.

LAW STUDENTS' JOURNAL.

LAW LECTURES AT THE INCORPORATED LAW SOCIETY.

Mr. R. HORTON SMITH, on Conveyancing, Monday, January 28.
Mr. E. CHARLES, on Equity, Friday, February 21.

LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. E. A. C. SCHALCH, on Common Law, Monday, January 28, class B, elementary and advanced. Thursday, January 31, class A, elementary and advanced.
Mr. D. STURGES, on Equity, Tuesday, January 29, class B, elementary and advanced. Friday, February 1, class A, elementary and advanced.
Mr. A. BAILEY, on Real Property, Wednesday, January 30, class A, elementary and advanced.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Jan. 24, 1867.
[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 90¼	Annuities, April, '85
Ditto for Account, Feb. 7, 90¼	Do. (Red Sea T.) Aug. 1908
3 per Cent Reduced, 89½	Ex Bills, £1000, 4 per Ct. pm
New 3 per Cent., 89¾	Ditto, £500, Do — pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200. Do 14 pm
Do. 2½ per Cent., Jan. '94 73	Bank of England Stock, 6½ per
Do. 5 per Cent., Jan. '76 —	Ct. (last half-year) 250
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74	Ind. Enf. Pr., 5 p C., Jan. '72 101½
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 106½
Ditto 5 per Cent., July, '80 107½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88	Do. Do., 5 per Cent., Aug. '73
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000, 30 pm
Ditto Enfaced Ppr., 4 per Cent.	Ditto, ditto, under £1000, 30 pm

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	89
Stock	Caledonian	100	120
Stock	Glasgow and South-Western	100	118
Stock	Great Eastern Ordinary Stock	100	35
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	122
Stock	Do., A Stock*	100	133
Stock	Great Southern and Western of Ireland	100	93¾
Stock	Great Western—Original	100	55½
Stock	Do., West Midland—Oxford	100	35
Stock	Do., do.—Newport	100	35
Stock	Lancashire and Yorkshire	100	131
Stock	London, Brighton, and South Coast	100	89
Stock	London, Chatham, and Dover	100	18½
Stock	London and North-Western	100	123¾
Stock	London and South-Western	100	89
Stock	Manchester, Sheffield, and Lincoln	100	54½
Stock	Metropolitan	100	131½
10	Do., New	—	3¼ pm
Stock	Midland	100	125
Stock	Do., Birmingham and Derby	100	95
Stock	North British	100	40
Stock	North London	100	122
10	Do., 1864	5	7
Stock	North Staffordshire	100	76
Stock	Scottish Central	100	152
Stock	South Devon	100	50
Stock	South-Eastern	100	73¾
Stock	Taff Vale	100	158
10	Do., C	—	4 pm

* A receives no dividend until 6 per cent. has been paid to B.

INSURANCE COMPANIES.

No. of shares	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	£ s. d.
5000	5 per cent	Clerical, Med. & Gen. Life	100	10 0 0	26 17 6
4000	40 pc & bs	County	100	10 0 0	65 0 0
40000	8 per cent	Eagle	50	5 0 0	6 17 6
10000	7l 1s 8d pc	Equity and Law	100	6 0 0	7 15 0
20000	7l 2s 10d pc	English & Scot. Law Life	50	3 10 0	5 0 0
2700	5 per cent	Equitable Reversionary...	105	...	93 0 0
4000	5 per cent	Do. New	50	50 0 0	45 0 0
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	
20000	5 per cent	Guardian	100	30 0 0	45 5 0
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	1 10 0
7500	8½ per cent	Imperial Life	100	10 0 0	15 0 0
50000	10 per cent	Law Fire	100	2 10 0	5 0 0
10000	32½ pr cent	Law Life	100	10 0 0	89 0 0
100000	6 6-7 pr et	Law Union	10	0 10 0	0 16 6
20000	6s p share	Legal & General Life ...	50	8 0 0	8 0 0
20000	5 per cent	London & Provincial Law	50	4 17 8	4 7 6
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	15 10 0
2500	12½ & bns	Provident Life	100	10 0 0	38 0 0
589220	20 per cent	Royal Exchange... ...	Stock	All	305
—	6½ per cent	Sun Fire	...	All	203 0 0
4000	...	Do. Life	...	All	63 0 0

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

During the week considerable supplies of gold have been taken from the Bank and transmitted to the Continent. It seems that these withdrawals are for the payment of bills sent to Paris for discount when the rates there were favourable, being below the quotation in London. As these bills have matured, discount on this side being easy, a indisposition to renew has occurred. The bills as they mature are being returned, and gold is needed for the payment. Should this continue, specie must still outflow, and any reduction in rates must of necessity be deferred.

As the time for opening Parliament approaches, considerable discussion of course takes place as to the probable course which will be taken on various matters. It is said that one of the earliest measures will be directed to a modification of the Bank Charter Act of 1844. Again, apart from political considerations, the threatened Reform demonstrations cause a little uneasiness. There cannot be a doubt that the threat of gathering a large body of people together, however well-intentioned the majority may be, is and will be injurious to trade. There are numbers who will be deterred from returning to town in consequence of apprehensions as to their issue; and thus the revival of trade which must precede the Paris Exhibition will be slower and less marked than it otherwise would be.

In Foreign Stock there has been no great animation. Italians had been principally dealt in. Signor Scialoja's plan has been much discussed. Taking the minister's own frank statement, it is clear that, without any accidental derangement, thirteen years must elapse before the debtor and creditor side of the account balance. His great resource is the tax upon ecclesiastical property. The Church must yield twenty-four millions in six years, and dispose of its possessions.

The Bank return issued to-day gives the following figures:—Decrease in the reserve of notes, £9,315; total, £9,962,910; stock of bullion, £18,891,548; decrease, £389,297; decrease in private securities, £587,945; aggregate, £19,411,773; increase in public deposits, £831,678; total, £5,298,679. Private deposits have decreased £1,426,864, the amount now being £19,634,846.

Consols are 90⅜ to 90½ ex div for money, and 90½ to 90⅝ for the account.

Railway Shares attract purchasers occasionally; but the dealings are far from numerous. Prices, however, are, on the whole, firm.

It has been announced that, owing to the resignation of Sir E. C. Kerrison, Bart., M.P., Mr. Samuel Laing, M.P., will assume the position of Chairman of the Great Eastern Railway Company.

The Fourth Ordinary General Meeting of the East London Railway Company is called for the 6th of February.

Bank Shares have met with more inquiry, and transactions have been upon a somewhat extended scale. The latest quotations are—London and County, at 67½, 68, and 67½; London Joint-Stock, 44½, and 44¾; London and Westminster, 97½, and 97; English, Scottish, and Australian, 18¾, 18½, and 19; Chartered Mercantile, 33½, and 33; Bank of New Zealand at 18¼, closing 7 to 9 prem.; Bank of Australasia, 64¾; Oriental Bank, at 44½; Union Bank of Australia, at 48; Union of London, 45½, 45¾, 45½, 46, and 45, closing 45 to 46.

At the half-yearly meeting of the Consolidated Bank, held to-day, it was stated that the net profits had been £32,116. A dividend at the rate of five per cent. per annum was declared, leaving £9,108 to be carried forward.

At a meeting of several shareholders in the Bank of London, holding upwards of 10,000 shares, resolutions were passed in favour of an investigation of the company's affairs, with a view to its resuscitation.

The official liquidator of the Commercial Bank Corporation of

India and the East, in consequence of advices as to remittances from Bombay, will pay a dividend of 10s.; instead of 6s. 8d. as originally purposed.

The Birmingham Banking Company (a resuscitation of the Old Bank) proposes a dividend at the rate of 5 per cent per annum. Mr. Carnegie, the manager of the Metropolitan Bank (Limited), has been elected a director.

Insurance Shares, together with those of discount and finance companies, have not fluctuated much.

At the annual meeting of the General Provident Assurance Company (Limited), the report, which was regarded as very satisfactory, was unanimously adopted.

Lord Chief Justice Sir William Bovill, and Lord Justice Sir Hugh Cairns have become trustees of the Legal and General Life Assurance Society, the latter *vice* Lord Justice Knight Bruce, deceased.

At the meeting of the London Financial Association on dividend was declared, but after providing for current expenses, a balance of £13,858 was carried forward.

At the annual meeting of the National Discount Company, a dividend of 20 per cent. was declared, and £9,527 carried to the said account.

At a meeting of the shareholders' association of the Humber Ironworks and Ship-Building Company, held to-day, the solicitor reported that counsel's opinion had been taken, and that it was to the effect that the directors were responsible to the shareholders. It was resolved to act upon this opinion, and institute the necessary legal proceedings.

A petition has been presented to Vice-Chancellor Malins to wind up voluntarily the Continental Gas and Water Company (Limited).

THE FOLLOWING SUGGESTIONS for the re-arrangement of the legal year, by a leading Queen's counsel, have been favourably received by the judges:—Michaelmas Term, Oct. 28—Nov. 26; Sittings after Term, Nov. 27—Dec. 24; Christmas Vacation, Dec. 25—Jan. 10; Winter Circuits, Jan. 11—Feb. 14. Easter Term, Feb. 15—March 16; Sittings after Term, March 17—April 13; Spring Circuits, April 14—May 18; Easter Vacation, May 19—May 26. Trinity Term, May 27—June 25; Sitting after Term, June 26—July 23; Summer Circuits, July 24—Aug. 27; Long Vacation, Oct. 27.

RAILWAY LEGISLATION.—One of the new standing orders of the House of Lords prohibits sending any supplemental circular, or form of proxy, from the office of the company, or by any director or officer of the company so describing himself; and directs that the proxy and instructions shall be addressed to each proprietor at the back of the proxy-form; that no intimation shall be given as to the person to whom the proxy may be sent, and that the votes of the proprietors of any paid-up shares or stock (not being debenture stock), not entitled to vote at ordinary meetings, shall, when the interests of such proprietors are affected by the bill, be recorded separately.

ELECTION MOVEMENTS.—For an anticipated vacancy at Stroud, by the expected retirement of Mr. Poulett Scrope, Mr. Winterbotham, a Chancery barrister, and son of a local banker, is mentioned as a candidate. A vacancy has been occasioned at Armagh in consequence of Mr. S. B. Miller having been appointed Judge of the Irish Court of Bankruptcy and Insolvency. Mr. Morris, the Irish Attorney-General, has not yet been re-elected for Galway, though his return is certain. Mr. Chatterton, the Irish Solicitor-General, is expected to be returned without opposition for Dublin University, vacant through the promotion of Mr. Walsh to the bench. An election is impending at Boston in consequence of the resignation of Mr. Staniland, solicitor.

PRIVATE BILLS.—Messrs Frere & Palgrave, the examiners appointed to inquire into the standing order requirements of the House of Commons, commenced their sittings on Friday. The following bills were unopposed on standing orders:—Metropolitan Life Assurance Society, Forth and Clyde Junction and Caledonian Railway Companies, Skipton and Wharfdale Railway, Sutton, Southcoates, and Drypool Gas, Ipswich Fishery, Winestead Level Drainage, Wolverhampton and Walsall Railway, Kidderminster Gas, Scarborough Gas, Brecon and Merthyr Tydfil Junction Railway, West Cork Railway, Lombard-street Improvement, and Southport Waterworks. The following opposed cases were then proceeded with, namely:—Glasgow (City) Union Railway (opposed by the North British), and the Sheffield Waterworks (New Works), (opposed by Messrs. John Williams and Charles John Hanly).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ACWORTH—On Jan. 16, at Star Hill, Rochester, the wife of George Brindley Acworth, Esq., Solicitor, of a son.

COLE—On Jan. 19, at 24, Canonbury-place, Islington, the wife of George Henry Cole, Esq., Solicitor, of a daughter.

DIXON—On Jan. 20, at 46, Springfield-road, St. John's-wood, the wife of Arthur Dixon, Esq., Barrister-at-Law, of a son.

ELLIS—On Jan. 21, at 99, Belgrave road, Pimlico, the wife of the Hon. L. G. F. Agar-Ellis, Esq., M.P., Barrister-at-Law, of a daughter.

FREELAND—On Jan. 12, at the Red-house, Yoxford, Sussex, the wife of Parker W. Freeland, Esq., Solicitor, of a son.

MUNBY—On Jan. 16, at Pendleton, Manchester, the wife of Frederick James Munby, Esq., Solicitor, of a daughter.

ROBERTSON—On Jan. 19, at 47, Norland-square, Notting-hill, the wife of J. L. Robertson, Esq., Barrister-at-Law, of a daughter.

RUSSELL—On Jan. 18, at 11, Courtland-terrace, Merthyr Tydfil, the wife of John Russell, Esq., Solicitor, of a son.

SUMNER—On Jan. 22, at West Lodge, Clapham-common, the wife of Charles Sumner, Esq., Judge of County Courts, Gloucestershire, of a daughter.

TWEEDIE—On Jan. 19, at Bickley, near Bromley, Kent, the wife of Alexander Forbes Tweedie, Esq., Solicitor, of a daughter.

MARRIAGES.

CRAWFORD—COXE—On Nov. 14, at Byculla Church, Bombay, W. H. Crawford, Esq., Solicitor, to Louisa Caroline Alberta, daughter of the late Major George Coxe, of the Bengal Army.

LEWIS—LINDSEY—On Jan. 22, at the Parish Church of St. Mary Abbott's, Kennington, Thomas Lewis, Esq., Solicitor, Dover, to Dorothy Leonora, daughter of the late Captain John Lindsey, of 2, Milborne-grove, West Brompton.

NORRIS—BOVILL—On Jan. 17, at St. George's, Hanover-square, Harry Crawley Norris, Esq., 8th Hussars, son of H. Norris, Esq., Swalcliffe-park, Oxfordshire, to Mary, daughter of the Right Hon. Lord Chief Justice Bovill.

TRUEFITT—GLADSTONE—On Dec. 29, at St. John's, Upper Lewisham-road, of Triston-villas, Richmond, and the Middle Temple, to Angelique Theresa, daughter of William Gladstone, Esq., of Edenbridge, Kent.

WATKINS—CROCKATT—On Jan. 18, at Thorndean, Greenock, James Hatton Watkins, Esq., Writer, Glasgow, to Annie Kinloch, daughter of William Crockatt, Esq., of Thorndean.

DEATHS.

BARNES—On Jan. 18, at Lambourne, Berks, Charles James Barne Esq., Solicitor, aged 58.

BLANDY—On Jan. 18, at Grove-road, Reading, Catherine Maria, widow of the late John Jackson Blandy, Esq., Solicitor.

CLANCY—On Jan. 9, at 35, York-street, Dublin, Eliza, relict of the late John Clancy, Esq., sister of the Right Hon. James Whiteside, Lord Chief Justice of the Court of Queen's Bench in Ireland.

DECIE—On Jan. 9, at 21, James-street, Buckingham-gate, Alfred George Decie, Esq., nephew of the Right Hon. Baron Deasy, of the Irish Court of Exchequer, Dublin, aged 31.

DORANT—On Jan 12, at St. Alban's, Herts, Ann Fanny, wife of Adolphus Annesley Dorant, Esq., aged 44.

GRATER—On Jan. 20, at Southmolton, Devonshire, Robert Grater, Esq., Solicitor, aged 85.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Jan. 18, 1867.

LIMITED IN CHANCERY.

Imperial Land Credit Corporation (Limited).—Petition for winding up, presented Jan 17, directed to be heard before Vice-Chancellor Wood on Jan 26. Edmands & Mayhew, Carey-st, Lincoln's-inn, solicitors for the petitioner.

London Co-Operative Coal Company (Limited).—Petition for winding up, presented Jan 16, directed to be heard before Vice-Chancellor Wood on Jan 26. Thomson & Edwards, Doughty-st, Mecklenburgh-sq, solicitors for the petitioners.

TUESDAY, Jan. 22, 1867.

LIMITED IN CHANCERY.

Eastern Assam Company (Limited).—Order to wind up, made by the Master of the Rolls, on Jan. 12. Roch & Gover, solicitors for the petitioners.

Tavistock Ironworks and Steel Ordnance Company (Limited).—The Master of the Rolls has, by an order dated Dec 14, appointed Henry Threlkeld Edwards, 9, King's Arms-yard, Moorgate-st, official liquidator.

Bridport Old Brewery Company (Limited).—Order to wind up, made by the Lords Justices, on Jan 12. Harrison & Co, Old Jewry, solicitors for the petitioners.

Natal Investment Company (Limited).—Order to continue voluntary winding-up, made by the Master of the Rolls, on Jan 11. Tucker, St Swithin's-lane, solicitor for the petitioner.

Patent File Company (Limited).—Order to continue voluntary winding-up, made by V. C. Stuart, on Jan 12. Crowdy, Serjeant's-inn, Fleet-st, solicitor for the petitioner.

Pwllheli Slate Company (Limited).—The Vice-Chancellor of the County Palatine of Lancaster has, by an order dated Jan 3, appointed Thomas Lister Charlesworth, Ashton-under-Lyne, Official liquidator.

UNLIMITED IN CHANCERY.

Asiatic Banking Corporation.—Creditors are required, on or before July 17, to send their names and addresses, and the particulars of their debts or claims, to William Turquand and Frederick William Lawrence, 4, Lombard-st. Friday, Aug 1, is appointed for hearing and adjudicating upon the debts and claims.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Jan. 18, 1867.

Armstrong, Wm, Skerton, nr Lancaster, Cattle Dealer. Feb 18. Armstrong v Armstrong, M. R.

Brown, Thos, Lpool, Gent. Feb 12. Webster v Brown, M. R.

Fromont, Charlotte Maria, Newbury, Berks, Spinster. Feb 21. Dinbin v Hume, V. C. Stuart.

TUESDAY, Jan. 22, 1867.

Back, Wm, Saham Toney, Norfolk, Farmer. Feb 20. Back v Mann, M. R.
Edmunds, Geo, Duncan-ter, Islington, Grocer. Feb 16. Jones v Green, V. C. Wood.
Jackson, Wm, York, Gent. March 5. Holtby v Parker, V. C. Stuart.
Sidney, Paul Algernon, Harrington-sq, Gent. Feb 16. Hunt v Sidney, V. C. Wood.
Steel, Geo, Woodstock-st, Oxford-st, Baker. Feb 20. Kerby v Hempson, M. R.
Turner, Martha, Gavene-cottage, Cheshunt-rd, Tottenham, Widow. Feb 15. Wanger v Osbaldestone, M. R.
Whalley, Wm, Livesey, Blackburn, Lancaster, Bookkeeper. Feb 8. Whalley v Whalley.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 18, 1867.

Brown, Joseph, High-st, Wandsworth, Licensed Victualler. Feb 17. Turner, Lincoln's-inn-fields.
Cowdercy, Ann, Bath-pl, Hounslow, Widow. March 1. Woodbridge & Sons, Brentford.
Cox, Margaret, Manch, Oil Manufacturer. Feb 20. A. & G. W. Fox, Manch.
Derrett, John Phelps, Woodstock-villa, Forest-gate-lane, Banker's Clerk. Feb 28. Ellis & Co, St Michael's-alley, Cornhill.
Drake, Wm, East Dereham, Norfolk, Solicitor. April 19. Saunders, East Dereham.
Dyson, Thos Home, Manch, Gent. March 16. Harrison & Son, Kendal.
Hansard, Sophia, Torquay, Devon, Spinster. Feb 28. Rivington, Fenchurch-buildings.
Hunnard, John, Middle Temple-lane, Law Stationer. March 15. Devonshire, Frederick's-pl, Old Jewry.
Jones, Thos, Lpool, Plasterer. Feb 18. Stone & Bartley, Lpool.
Lydford, Richd, Shepton Montague, Somerset, Carpenter. Feb 20. Russ.
Owen, Richd, Dolgelly, Merionet, Governor of the Gaol. Feb 14. Williams, Dolgelly.
Papworth, Mary, Melverne-cottages, Exeter-street, Kentish Town, Spinster. March 18. Tippetts & Son, Sise-lane.
Peacock, Thos Love, Lower Halliford, Chertsey, Esq. March 6. Prichard & Collette, Lincoln's-inn-fields.
Pridham, Wm, St Sidwell, Exeter, Hotel Keeper. Jan 31. Truscott, Exeter.
Ready, Thos Ready, Billericay, Essex, Clerk. Feb 22. Collin & Williams, Billericay.
Rigg, John, Preston, Lancaster, Yeoman. March 1. Banks & Dean, Preston.
Stevens, Saville Warner, Clare, Suffolk, Gent. Feb 16. Fisher, Clare.
Stobart, Henry, Etherley House, Durham, Esq. Feb 11. Trotter, Bishop Auckland.
Sturge, Thos, North Fleet, Kent, Esq. April 15. Bell & Co, Lincoln's-inn-fields.
Sykes, Sir Francis, Isenhurst, Sussex, Bart. Feb 16. Farrer & Co, Lincoln's-inn-fields.
Trotter, Wm, Bishop Auckland, Durham, Esq. Feb 11. Trotter, Bishop Auckland.
Wheeler, Edwd, Barbourne, Worcester, Gent. March 2. Hughes, Worcester.

TUESDAY, Jan. 22, 1867.

Broster, Enoch, Lancaster, Gent, within three calendar months. Maxsted & Gibson.
Broster, Emma, Lancaster, Widow, within three calendar months. Maxsted & Gibson.
Cooper, Isaac, Grange Farm, Walsall Wood, Stafford, Farmer. March 21. Glover, Walsall.
Cornby, Robt, Ealing, Gent. Feb 20. Hunnybun, Huntingdon.
Eastwood, Wm, St Peter's-sq, Hammersmith, Gent. April 18. Piesse, Albany-rd, Camberwell.
Eastwood, Geo, St Peter's-sq, Hammersmith, Dealer in Ancient Coins. April 16. Piesse, Albany-rd, Camberwell.
Harwood, Isaac, Manor-st, Chelsea, Gent. Feb 28. Brown & Godwin, Finsbury-pl.
Heudebourck, Hannah Maria, Bedford-sq, Commercial-road East, Widow. Feb 28. Brown & Godwin, Finsbury-pl.
James, Rev Jas Wm, Robeston Wathan, Pembroke, Clerk. Feb 28. Phillips, Haverfordwest.
Jones, Thos, Prescot, Lancaster, Toolmaker, Feb 20. Ward, Prescot.
Lewis, Fredk, Llwyncelyn, Carmarthen, Esq. Feb 20. Bishop, Llandovery.
Smith, Thos, Lpool, Steam Tug Owner. May 20. Wright & Co, Lpool.
Smith, Martha, Pembroke Dock, Widow. Feb 14. Perry, Pembroke Dock.
Tennyson, Septimus, Regina-rd, Tollington-park, Esq. March 15. Coverdale & Co, Bedford-row.
Warsop, John, Buckden, Huntingdon, Farmer. Feb 20. Hunnybun, Huntingdon.
Whitney, Hy, Rose Mount, Iffley, Oxford, Gent. April 27. T. & G. Mallam, Oxford.
Young, Frances, Hare Hatch Lodge, Berks, Widow. March 1. Young & Co, St Mildred's ct, Poultry.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Jan. 18, 1867.

Archer, Joseph, Walsall, Stafford, out of business. Jan 11. Comp. Reg Jan 16.
Barley, Fredk, Manch, Attorney's Clerk. Jan 5. Comp. Reg Jan 18.
Borrett, Eliz, Edmonton, Grocer. Jan 17. Comp. Reg Jan 17.
Bordenave, Peter Finlay, Burton-st, Eaton-sq, Esq. Jan 9. Comp. Reg Jan 17.
Brown, Wm, Bristol, Draper. Jan 2. Asst. Reg Jan 15.
Bunyard, Algar, Theobald's-rd, Butcher. Jan 12. Comp. Reg Jan 15.
Burrow, Fras, Redruth, Cornwall, Tailor. Dec 20. Comp. Reg Jan 16.
Butchard, Geo, Gravesend, Kent, Engineer. Dec 22. Asst. Reg Jan 18.
Charlesworth, Joseph, Manch, Stay Manufacturer. Dec 1. Asst. Reg Jan 17.
Clark, Thos, Walcot-ter, Kennington-rd, Furniture Dealer. Jan 1. Comp. Reg Jan 16.
Coleman, John, Groombridge-ter, South Hackney, Comm Agent. Jan 14. Comp. Reg Jan 17.
Croom, Edwd, Pontypool, Monmouth, Tailor. Dec 20. Comp. Reg Jan 17.
Dawson, Joseph, Leeds, Painter. Dec 20. Comp. Reg Jan 16.
Dudeney, Edwd Turner, Church-ter, Blackheath-hill, Butcher. Jan 14. Comp. Reg Jan 18.
Dunbar, Wm, Brick-lane, Whitechapel, Baker. Jan 5. Comp. Reg Jan 18.
Fleming, Benj, Wells-st, Cripplegate, Wine Merchant. Dec 21. Asst. Reg Jan 16.
Galbraith, John Graham, Saml Joseph Redgate, & John Hy Elsworth, Threadneedle-st, General Merchants. Dec 21. Asst. Reg Jan 18.
Godfrey, Geo Attwood, Birm, Stonemason. Jan 12. Asst. Reg Jan 16.
Greatorex, Wm, Ardwick, Manch, Brewer. Dec 22. Asst. Reg Jan 17.
Howard, Saml, Robt Howard, & John Howard, Rochdale, Lancaster, Tin Plate Workers. Dec 21. Asst. Reg Jan 18.
Humphrey, Joseph, Birm, Tailor. Dec 20. Comp. Reg Jan 17.
Jones, Robt Slade, Jeffrey's-sq, Comm Agent. Dec 31. Comp. Reg Jan 16.
Lacey, Hy, Kilburn-sq, Photographer. Jan 10. Comp. Reg Jan 17.
Marshall, Frank, & Fredk Hope Berrey, Manch, Calico Printers. Jan 10. Comp. Reg Jan 16.
Morath, Thos, Hammersmith-gate, Watchmaker. Jan 17. Comp. Reg Jan 18.
Muir, Hugh, Leeds, Linendraper. Dec 20. Asst. Reg Jan 18.
Naylor, Arthur, Huddersfield, Linendraper. Jan 11. Comp. Reg Jan 17.
Oliver, Jas, Monkwearmouth Shore, Durham, Printer. Jan 9. Comp. Reg Jan 15.
Ord, Ralph, Conside, Durham, Draper. Dec 22. Comp. Reg Jan 16.
O'Shea, Philip, Bermondsey-st, Bonded Carman. Dec 31. Comp. Reg Jan 15.
Ostins, John, Birm, Builder. Dec 20. Reg Jan 17.
Pattinson, Joseph, Carlisle, Joiner. Jan 5. Comp. Reg Jan 15.
De Chastelaine, Adolphe Philippe, Netherton-house, Clapham, Schoolmaster. Dec 22. Comp. Reg Jan 15.
Raley, Wm Pollard, Skelbrook, York, Farmer. Dec 24. Asst. Reg Jan 16.
Rand, Jas, Bradford, York, Comm Agent. Sept 10. Comp. Reg Jan 17.
Russell, Joseph, Meldreth, Cambridge, Miller. Dec 29. Comp. Reg Jan 17.
Smith, Jas, Newark-upon-Trent, Nottingham, Draper. Dec 21. Comp. Reg Jan 17.
Simon, Edwd Siegmund, Aldermanbury, Manufacturer. Dec 28. Comp. Reg Jan 18.
Spears, Jas, Lpool, Grocer. Jan 14. Comp. Reg Jan 16.
Stickalls, Wm, Canterbury, Clothier. Dec 19. Asst. Reg Jan 15.
Stranger, Hy Wills, Totnes, Devon, Merchant. Dec 20. Asst. Reg Jan 15.
Taylor, John Theophilus, Warrington, Lancaster, Innkeeper. Jan 13. Comp. Reg Jan 17.
Tender, Geo, Westbury-st, Wandsworth-rd, Tea Dealer. Jan 3. Asst. Reg Jan 17.
Thomas, John, Norwich, Coal Merchant. Dec 24. Asst. Reg Jan 16.
Tobitt, Wm, St Mary Cray, Kent, Grocer. Dec 20. Comp. Reg Jan 17.
Vivian, Wm, Tuckingmill, Camborne, Cornwall, Ironfounder. Jan 11. Asst. Reg Jan 17.
Wayland, Alfred, Wapping-wall, Shadwell, Ships' Fender Manufacturer. Nov 16. Comp. Reg Jan 18.
Webber, Jas, Clapham Brewery, Wandsworth-rd, Brewer. Dec 19. Comp. Reg Jan 11.
Welsh, John, New-rd, Commercial-rd East, Draper. Dec 20. Conv. Reg Jan 17.
Williams, David, Wellington, Salop, Grocer. Dec 18. Comp. Reg Jan 15.
Wilkins, Geo, Derby, Law Stationer. Jan 1. Asst. Reg Jan 17.

TUESDAY, Jan. 22, 1867.

Adams, Alfred, Brighton, Sussex, Gent. Dec 29. Comp. Reg Jan 21.
Banks, Langley, Frimley, Surrey, Builder. Dec 24. Comp. Reg Jan 21.
Barbour, David, Doncaster, York, Woollen Draper. Dec 24. Comp. Reg Jan 21.
Barnes, Robt Edwd, Bournemouth, Hants, Wine Merchant. Dec 22. Comp. Reg Jan 19.
Biscoe, Thos, Goswell-st, Livery Stable Keeper. Dec 24. Comp. Reg Jan 19.
Bridger, Wm Richd, Leicester, Grocer. Jan 1. Asst. Reg Jan 22.
Cartwright, John, Boston, Lincoln, Ironmonger. Jan 3. Asst. Reg Jan 21.
Clarke, Joseph, Surrey-st, Strand, Woollen Merchant. Jan 31. Comp. Reg Jan 19.
Clarkson, John, Middlesbrough, York, Draper. Dec 22. Comp. Reg Jan 19.
Collinson, Frank Pearce, Alfred-pl, West Brompton, Clerk. Jan 18. Comp. Reg Jan 18.
Croft, Jas Richd, Gt Grimsby, Lincoln, Tailor. Dec 22. Asst. Reg Jan 19.
Dean, Timothy, Altrincham, Chester, Seedsman. Dec 21. Asst. Reg Jan 18.
Dixon, Richd, New-inn, Strand, Gent. Jan 21. Comp. Reg Jan 21.
Dupree, John Fras, Leather-lane, Holborn, Earthenware Dealer. Jan 10. Comp. Reg Jan 21.

Evans, John, Llandudno, Carnarvon, Lodging-house Keeper. Jan 14. Asst. Reg Jan 21.
Foale, Wm Hy, & Richd Fras Lyonns, Plymouth, Builders. Dec 22. Asst. Reg Jan 18.
Gamble, Fredk, Slough, Bucks, Painter. Jan 17. Asst. Reg Jan 22.
Gibson, Joshua, Leeds, York, Cloth Merchant. Dec 22. Comp. Reg Jan 19.
Goddard, Lemuel, Arthur Finch, & John Goddard, jun, Leadenhall-st, Iron Merchants. Dec 21. Inspectorship. Reg Jan 18.
Harris, Richd, Woodall-pl, Brixton, Hatter. Jan —. Comp. Reg Jan 22.
Jones, Fras Thos, Pentonville-rd, Boot Manufacturer. Jan 19. Comp. Reg Jan 22.
Jones, Richd Finden, Oxford, Chemist. Jan 1. Comp. Reg Jan 19.
Law, Geo, Newcastle-upon-Tyne, Tailor. Jan 10. Comp. Reg Jan 19.
Lawton, Joseph Whitehead, Rochdale, Lancaster, Bookseller. Jan 2. Asst. Reg Jan 21.
Lawton, Thos, Stockport, Lancaster, Grocer. Dec 21. Comp. Reg Jan 18.
Litten, John, Gt Coram-st, Russell-sq, Merchant. Jan 16. Comp. Reg Jan 19.
Marrett, Chas Edwd, Norwich, Publican. Jan 7. Asst. Reg Jan 21.
Martin, Walter, Maidstone, Kent, Umbrella Maker. Jan 16. Comp. Reg Jan 22.
Mayor, Joseph, Worksop, Nottingham, Butcher's Assistant. Dec 31. Comp. Reg Jan 22.
Nolan, Christopher, Bolton, Lancaster, Grocer. Jan 5. Asst. Reg Jan 18.
Nunn, Wm, Gloucester, Innkeeper. Dec 21. Comp. Reg Jan 18.
Olab, Alex, Botolph-lane, Wine Merchant. Dec 28. Comp. Reg Jan 22.
Parry, Rev Edwd Humffreys, Surfiget, Lincoln, Clerk. Jan 11. Asst. Reg Jan 21.
Pearson, Edmund, Manch, Merchant. Dec 31. Comp. Reg Jan 19.
Penfold, Geo, & James Farmer, Caxton-house, Upper-st, Islington, Printers. Dec 21. Comp. Reg Jan 18.
Perry, Hy Robt, Lpool, Stockbroker. Dec 22. Comp. Reg Jan 19.
Pipe, David, Birm, Tinmen's Furniture Manufacturer, and Saml John Rofe, Hagley, Worcester, out of business. Dec 22. Asst. Reg Jan 18.
Poulter, Martha Sarah, Margate, Kent, Spinster. Dec 28. Comp. Reg Jan 18.
Ransom, Wm, Longbridge Deverill, Wilts, Shopkeeper. Jan 7. Asst. Reg Jan 21.
Rennie, John, Lpool, Merchant. Dec 26. Inspectorship. Reg Jan 18.
Robertson, Patrick Francis, & James Roderick Robertson, Leadenhall-st, Merchants. Jan 10. Inspectorship. Reg Jan 19.
Shaver, Wm Cutler, Piccadilly, Hosier. Dec 28. Comp. Reg Jan 21.
Smith, Edwd Hart, Clement's-inn, Strand, Gent. Jan 9. Comp. Reg Jan 21.
Stansfield, Geo, & Albert Wood, Manch, Provision Merchants. Dec 21. Asst. Reg Jan 18.
Stocker, Geo Luff, Batley, York, Rag Merchant. Jan 1. Comp. Reg Jan 19.
Sweeney, Jas, Queen's-rd, Chelsea, Bootmaker. Jan 9. Comp. Reg Jan 22.
Taylor, Ann, Manch, out of business. Jan 21. Asst. Reg Jan 22.
Thomson, Jas Strang, Trinity-sq, Borough, Engineer. Jan 21. Comp. Reg Jan 22.
Tippetts, Hy Berriman, East Stonehouse, Devon, Draper. Jan 2. Asst. Reg Jan 19.
Travis, Abraham, Oldham, Lancaster, Cab Proprietor. Dec 29. Comp. Reg Jan 21.
Turner, Joseph, Macclesfield, Chester, Grocer. Dec 31. Comp. Reg Jan 21.
Wade, Mayall, Oldham, Lancaster, Chemist. Jan 9. Comp. Reg Jan 22.
Warburton, Geo, Manch, Silk Merchant. Jan 14. Asst. Reg Jan 22.
Warner, Hy, Birm, Draper. Jan 4. Asst. Reg Jan 19.
Whalley, John, & John Ashworth, Livesey, Lancaster, Cotton Manufacturers. Dec 27. Asst. Reg Jan 21.
Wilkinson, John Milner, & Charles Glover, Nottingham, Brass Finishers. Nov 17. Asst. Reg Jan 18.

Bankrupts.

FRIDAY, Jan. 18, 1867.

To Surrender in London.

Abbott, Benj, Edmonton, Hay Dealer. Pet Jan 14. Jan 31 at 1. Marshall, Lincoln's-inn-fields.
Andrews, Thos, Upper Kennington-lane, Kennington, Bootmaker Pet Jan 16. Feb 6 at 12. Greaves, Penton-pl, Kennington-park-rd.
Ansell, John, Duke-st, Smithfield, Manufacturing Perfumer. Pet Jan 14. Jan 31 at 1. Drake, Basinghall-st.
Atkinson, Thos Paget, Brompton-rd, Ironmonger. Pet Jan 9. Jan 30 at 2. Boyer & Son, Winchester-house, Old Broad-st.
Chubb, John Hitchcock, Belgrave-st, Commercial-rd East, Builder. Pet Jan 14. Jan 30 at 11. Marshall, Lincoln's-inn-fields.
Clayton, Joseph, jun, Strand, Newspaper Agent. Pet Jan 16. Jan 31 at 1. Edwards, Bush-lane, Cannon-st.
English, Jas, Providence-row, Finsbury, Furniture Dealer. Pet Jan 15. Jan 30 at 12. Munday, Basinghall-st.
Dolling, Jas, Edgware-rd, Bookseller. Pet Jan 16. Jan 31 at 2. Butterfield, Connaught-ter, Hyde-pk.
Dyne, Sydney, Prisoner for Debt, London. Pet Jan 15 (for pau). Jan 30 at 1. Hicks, Francis-ter, Hackney-wick.
Fletcher, Benj, Prisoner for Debt, London. Pet Jan 14 (for pau). Feb 4 at 2. Head & Fattison, Martin's-lane, Cannon-st.
Gannaway, Wm, Southampton, Licensed Victualler. Pet Jan 14. Jan 30 at 11. Paterson & Sons, Bouverie-st.
Hatt, Wm Cruse, York-ter, Camberwell, no occupation. Pet Jan 11. Jan 31 at 12. Spicer, Staple-inn.
Kaye, Geo Edwd, 54 James'-st, Islington, Attorney-at-Law. Pet Jan 15. Jan 30 at 12. Tomlins, Lincoln's-inn-fields.
London, Eliz Ann, St Mark's-grove, Fulham, no occupation. Pet Jan 15. Jan 31 at 1. Chidley, Old Jewry.
Matthews, Chas, Hitchin, Hertford, Chemist. Pet Jan 14. Jan 30 at 11. Price, Serjeants'-inn.
Mathews, John Faulkner, Reigate, Surrey, Surveyor. Pet Jan 14. Feb 4 at 1. Jenkinson & Son, Corbet-ct, Gracechurch-st.
Moody, John Geo, Prisoner for Debt, London. Pet Jan 15 (for pau). Feb 4 at 2. Mullens, St Paul's-pl, Canonbury.
Naish, Wm Ring, University-st, Tottenham-ct-rd, House Decorator. Pet Jan 14. Feb 4 at 1. Willis, Hunter-st, Brunswick-sq.
Palmer, Hy, Abingdon, Berks, Innkeeper. Pet Jan 15. Jan 30 at 1. Dobie, Basinghall-st.
Phillips, Nathaniel, Claremont-sq, Pentonville. Pet Jan 14. Feb 4 at 2. Linklaters & Co, Walbrook.
Scullard, John Chas, Rochester, Kent, Licensed Victualler. Pet Jan 14. Jan 31 at 1. Doyle, Verulam-buildings, Gray's-inn.
Sibley, Christopher, Sussex-ter, Barnsbury, Cab Driver. Pet Jan 11. Feb 4 at 12. Brown, Basinghall-st.
Simpson, Danl, Grange-rd, Bermondsey, Plumber. Pet Jan 14. Jan 30 at 12. Dobie, Basinghall-st.
Sleigh, Hy. Prisoner for Debt, London. Pet Jan 16 (for pau). Jan 30 at 1. Edwards, Bush-lane, Cannon-st.
Spencer, Edwd Pawley, Cherry-tree-ct, Aldersgate-st, Bookbinder. Pet Jan 16. Jan 30 at 2. Howell, Cheapside.
Solomons, Maurice Benj, Stafford-st, Piccadilly, Comm Merchant. Pet Jan 16. Jan 30 at 2. Miller, Rectory-house, Fenchurch-st.
Tissington, Wm, Harrington-grove, Tollington-park, Servant. Pet Jan 16. Jan 30 at 1. Dennis, Southampton-buildings.
Vonden, Steph, Charlton, Kent, Beershop Keeper. Pet Jan 16. Feb 6 at 12. Marshall, Lincoln's-inn-fields.
Webber, John Thos Savery, West Cowes, Isle of Wight, Auctioneer. Pet Jan 15. Jan 30 at 11. Munday, Essex-st, Strand.
Wrist, Jas Christopher, Nutfield, Surrey, Baker. Pet Jan 16. Feb 6 at 11. White, Danes-inn, Strand.

To Surrender in the Country.

Allen, Saml Geo, Sheffield, Hosier. Pet Jan 16. Sheffield, Feb 6 at 1. Binney & Son, Sheffield.
Beardmore, Thos, Longton, Stafford, Earthenware Manufacturer. Pet Jan 4. Airm, Feb 1 at 12. Clarke & Hawley, Longton.
Caldicutt, Thos, jun, Lpool, Bookkeeper. Pet Jan 16. Lpool, Jan 29 at 11. Francis & Masters, Lpool.
Cartwright, Harriet, Hulme, Manch, out of business. Pet Jan 15. Manch, Jan 29 at 12. Burton, Manch.
Churchward, Thos, Torquay, Devon, Carpenter. Pet Jan 12. Newton Abbot, Jan 29 at 11. Carter, Torquay.
Congdon, Saml, Plymouth, Devon, Printer. Pet Jan 16. Exeter, Jan 28 at 12.30. Beer & Rundle, Devonport.
Cousins, Joseph. Prisoner for Debt, Nottingham. Adj Jan 8. Nottingham, Feb 6 at 11.
Cruttwell, Fredk Robt, Limpley Stoke, Bradford-on-Avon, Wilts, Attorney. Pet Jan 15. Bristol, Jan 30 at 11. Press & Inskip, Bristol.
Dallenger, John, Woodbridge, Suffolk, Accountant. Pet Jan 15. Woodbrigde, Feb 2 at 11. Pollard, Ipswich.
Dunn, John, Crowan, Cornwall, Grocer. Pet Jan 10. Helston, Jan 28 at 10. Tyacke.
Dunsbury, Richd, Beaminster, Dorset, Journeyman Whitesmith. Pet Jan 9 (for pau). Bridport. Feb 5 at 1. Manley, Bridport.
Eckhart, Andrew, Horsham, Sussex, Watchmaker. Pet Jan 14. Horsham. Jan 30 at 11. Rawlison, Horsham.
Ferguson, John Wilson, Clayton-bridge, Manch, Linen Yarn Agent. Pet Jan 14. Manch, Jan 29 at 9.30. Law, Manch.
Fisher, Jas, Prisoner for Debt, Stafford. Adj Jan 10. Birm, Jan 28 at 12. James & Griffin, Birm.
Hamer, Jas, jun, Barrow-in-Furness, Lancaster, Draper. Pet Jan 9. Manch, Feb 1 at 12. Sale & Co, Manch.
Horrocks, John, Kirkby, nr Prescot, Lancaster, Comm Merchant. Pet Jan 15. Lpool, Jan 29 at 3. Grocott, Lpool.
Hyett, Thos, East Dean, Gloucester, Innkeeper. Pet Jan 16. Newnham, Jan 29 at 12. Goold, Newnham.
Johnson, Ralph, Durham, Innkeeper. Adj Jan 15. Bishop Auckland, Jan 30 at 12. Thornton, Bishop Auckland.
Kenney, John Hy Carver, Swansea, Glamorgan, Attorney's Clerk. Pet Jan 3. Swansea, Feb 6 at 2. Field, Swansea.
Lawrance, Jas Lee, Marton, Warwick, Butcher. Pet Jan 14. Rugby, Jan 29 at 11. Overell, Leamington.
Megson, Joseph, Earlsheaton, out of business. Pet Jan 16. Dewsbury, Feb 1 at 12. Ibberson, Dewsbury.
Mottram, Joseph, Wharncliffe-side, Eccleasfield, York, Quarry Owner. Pet Jan 12. Sheffield, Jan 31 at 1. Binney & Son, Sheffield.
Navey, Joseph, Potternewton, Leeds, York, Nurseryman. Pet Jan 16. Leeds, Jan 28 at 11. Daniel, Leeds.
Nuttall, Jas, Boughton, Chester, Publican. Pet Jan 11. Chester, Jan 29 at 12. Churton, Chester.
Pickbourn, Geo, Arnold, Nottingham, Farmer. Pet Jan 15. Nottingham, Feb 6 at 11. Belk, Nottingham.
Rixon, Jas King, Wellingborough, Northampton, Brickmaker. Pet Jan 16. Wellingborough, Jan 30 at 11. White, Northampton.
Roberts, Wm, Birm, Butcher. Pet Jan 16. Birm, Jan 30 at 12.
Robinson, Wm, Weatherby, York, Merchant. Pet Jan 5. Manch, Jan 28 at 12. Storer, Manch.
Rose, Wm, Thirsk, York, Grocer. Pet Jan 15. Leeds, Jan 31 at 11. Carlis & Tempest, Leeds.
Sharpe, Paul, Hereford, Builder. Pet Jan 15. Birm, Feb 1 at 12. Garrold & Meadowes, Hereford.
Shepherd, Josiah, Lenton, Nottingham, out of business. Pet Jan 15. Birm, Jan 29 at 11. Briggs, Derby.
Speed, Edwd, Oldham, Lancaster, Lath Render. Pet Jan 16. Oldham, Jan 30 at 12. Ascroft, Oldham.
Spence, Thos, Kingston-upon-Hull, Labourer. Pet Jan 16. Kingston-upon-Hull, Jan 30 at 11. Summers, Hull.
Sykes, Joseph, Tadcaster, York, out of business. Pet Jan 14. Tadcaster, Jan 28 at 10. Harle, Leeds.
Taplin, Edwd, Lpool, Comm Agent. Pet Jan 15. Lpool, Jan 30 at 3. Nordon, Lpool.
Taylor, Thos, Prisoner for Debt, Norwich. Pet Dec 18. Norwich, Jan 29 at 11. Atkinson, Norwich.
Taylor, Geo, The Trench, Wellington, Salop, Provision Dealer. Pet Jan 11. Wellington, Feb 8 at 11. Marcy, Wellington.
Thomas, Albert, Bristol, Milkman. Pet Jan 14. Bristol, Feb 1 at 12. Benson.
Trigg, Geo Thos, Prisoner for Debt, Bristol. Adj Jan 15 (for pau). Bristol, Feb 1 at 12.

Turner, Saml Hayward, Egrement, Chester, no business. Pet Jan 17. Lpool, Feb 2 at 11. Best, Lpool.
Utley, Jas Greenwood, Prisoner for Debt, Manch. Adj Dec 18. Manch, Jan 29 at 9.30.
Vernon, Geo. Monk's Coppenhall, Chester, Labourer. Pet Jan 12. Nantwich, Feb 11 at 11. Sheppard, Crewe.
Wheeler, John, Andenshaw, Lancaster, Smallware Manufacturer. Pet Jan 12. Manch, Jan 31 at 11. Leigh, Manch.
White, Walter, Prisoner for Debt, Lincoln. Adj Jan 9. Birm, Jan 29 at 11. Maples, Nottingham.
Willey, Wm, Stanhope. Durham. Pet Jan 14. Walsingham, Jan 31 at 10. Hutchinson, Stanhope.
Wilson, Thos, Prisoner for Debt, Stafford. Adj Jan 16. Birm, Jan 28 at 12. James & Griffin, Birm.
Wynne, Edwd Williams, Lpool Comm Agent. Pet Jan 15. Lpool, Jan 29 at 11. Anderson & Collins, Lpool.

TUESDAY, Jan. 22, 1867.

To Surrender in London.

Allen, Jas, Prisoner for Debt, Canterbury. Adj Jan 15. Feb 4 at 12. Aldridge.
Allen, Hugh Edwd Blakeney, New Kent-rd, Southwark. Pet Jan 17. Feb 6 at 1. Richardson, George-st, Mansion-house.
Barnard, Wm Burton, Grundy-st, Poplar, Painter. Pet Jan 18. Feb 6 at 2. Fisher, Camberwell New-rd.
Bayliss, Hy, Prisoner for Debt, London. Pet Jan 18 (for pau). Feb 7 at 12. Dobie, Basinghall-st.
Brown, Hy, Nicholl-sq, Aldersgate-st, Engraver. Pet Jan 17. Feb 7 at 12. Lewis, Wilmington-sq.
Byford, Wm, Compton-st, East Brunswick-sq, out of business. Pet Jan 15. Feb 7 at 12. Dobie, Basinghall-st.
Cave, Abraham John, Vernon-st, King's-cross-rd, Glass Writer. Pet Jan 16 (for pau). Feb 7 at 1. Pittman, Guildhall-chambers, Basinghall-st.
Cranford, Robt Emilius Fazakerley, Prisoner for Debt, London. Adj Jan 16. Feb 4 at 1. Aldridge.
Crouch, Thos, St George's-yd, Caledonian-rd, Cab Proprietor. Pet Jan 17. Feb 4 at 12. Peverley, Coleman-st.
Davison, Hy, Prisoner for Debt, London. Pet Jan 18. Feb 7 at 12. Dobie, Basinghall-st.
Day, Wm Cranstown, Union-rd, Rotherhithe, Plumber. Pet Jan 15. Feb 4 at 2. King, Basinghall-st.
Dieny, Thos, Prisoner for Debt, London. Adj Jan 16. Feb 4 at 1. Aldridge.
Doggett, John, Prisoner for Debt, Springfield. Adj Jan 17. Feb 6 at 11. Aldridge.
Evans, Abraham, Prisoner for Debt, London. Adj Jan 16. Feb 4 at 1. Aldridge.
Frost, Geo Jesse, Colchester, Essex, Mercer. Pet Jan 16. Feb 6 at 12. Jones, New-inn, Strand.
Graham, Jas, Beaulieu, nr Southampton, Land Agent. Pet Jan 17. Feb 4 at 12. Stocken & Jupp, Leadenhall-st.
Greer, John Joseph Hy, Prisoner for Debt, London. Adj Jan 16. Feb 4 at 2. Aldridge.
Head, Joseph, East Grinstead, Sussex, Butcher. Pet Jan 19. Feb 1 at 12. Chalk, Brighton.
Hill, Wm, Prisoner for Debt, London. Pet Jan 17 (for pau). Feb 6 at 2. Gontley, Bow-st, Covent-garden.
Israel, Moss, Lamb-st, Spitalfields, Fruiterer. Pet Jan 18. Feb 7 at 12. Soloman, Finsbury-pl.
Kay, Hy, Mileage Station, Paddington, Coal Merchant. Pet Jan 11. Feb 7 at 1. Metcalfe, Furnival's-inn.
Maddigan, Jas, New Kent-rd, Egg Salesman. Pet Jan 19. Feb 6 at 11. Hall, Coleman-st.
Michison, Geo Buckton, Portsdown-gardens, Paddington, out of business. Pet Jan 19. Feb 4 at 1. Sparrow, Bloomfield-st, London-wall.
Munnings, Saml, Lowestoft, Suffolk, Master Mariner. Pet Jan 19. Lowestoft, Feb 6 at 11. Shephard, College-hill, Cannon-st.
Newson, Wm, Jubilee-st, Stepney, Coachman. Pet Jan 18. Feb 4 at 12. Harrison, Basinghall-st.
Philpot, Richd, jun, & Robt Alex Hopkins, Aldermanbury, Dealers in Foreign Goods. Pet Jan 17. Feb 5 at 2. Webster, Basinghall-st.
Redgrave, Wm Wallace, Grove-st, South Hackney, Builder. Pet Jan 21. Feb 6 at 12. Roscoe & Hincks, King-st, Finsbury.
Reville, Jabez, Clandon-st, Walworth, Baker. Pet Jan 18. Feb 13 at 11. Hanslip, Gt James-st, Bedford-row.
Richards, Arthur Robt, Roman-rd, Bow, Draper. Pet Jan 19. Feb 7 at 1. Reed & Co, Gresham-st.
Rudofsky, Rudolph, Prisoner for Debt, London. Adj Jan 16. Feb 4 at 2. Aldridge.
Sherwood, Edwd, Kensall-green, Clothier. Pet Jan 19. Feb 13 at 11. Steadman, Mason's-avenue, Coleman-st.
Walker, Hy, Robert-st, Hoxton, Wire Worker. Pet Jan 17. Feb 6 at 2. Hanslip, Gt James-st, Bedford-row.
Watts, Wm Newton, Morches-pl, Putney, out of business. Pet Jan 17. Feb 7 at 12. Brandon, Essex-st, Strand.
Wighton, Peter, Prisoner for Debt, London. Adj Jan 16. Feb 4 at 2. Aldridge.
Wiles, Hy, Southampton, Furniture Dealer. Pet Jan 17. Feb 7 at 11. Paterson & Sons, Bouverie-st, Fleet-st.

To Surrender in the Country.

Berris, Thos, Reading, Berks, Timekeeper. Pet Jan 9. Reading, Jan 26 at 11. Pook, Laurence Pountney-hill, Cannon-st.
Brown, Elizabeth, Luton, Bedford, Farmer. Pet Jan 17. Luton, Feb 2 at 10. Scargill, Luton.
Brown, Wm Lax, Lpool, Merchant. Pet Jan 18. Lpool, Feb 1 at 12. Hulton & Bellringer, Lpool.
Brown, Chas, Coventry, Warwick, Baker. Pet Jan 16. Coventry, Feb 5 at 3. Smallbones, Coventry.
Buckle, Wm, Ripon, out of business. Pet Jan 18. Leeds, Feb 2 at 11. Clough, Leeds.
Bunker, Wm, Newport, Devon, Accountant. Pet Jan 10. Barnstaple. Feb 4 at 12. Bencraft, Barnstaple.
Chittem, Wm, jun, Coventry, Watch Manufacturer. Pet Jan 17. Coventry, Feb 5 at 3. Holt, Coventry.
Clarkson, Jonathan, & Wm Clarkson, jun, Pudsey, York, Cloth Manufacturers. Pet Jan 11. Leeds, Feb 2 at 11. Simpson, Leeds.
Clifton, Robt Chas, Manch, Mining Share Broker. Pet Jan 19. Manch, Feb 6 at 11. Atherton, Manch.
Collingwood, Richd, Southwick, Durham, Grocer. Pet Jan 11. Newcastle-upon-Tyne, Feb 4 at 12. Robinson, Sunderland.
Dearden, Saml, Oldham, Lancaster, Cotton-mill Overlooker. Pet Jan 19. Oldham, Feb 6 at 12. Taylor, Oldham.
Dixon, Wm, West Torrington, Lincoln, Labourer. Pet Jan 16. Market Rasen, Feb 6 at 1. Adcock, Horncastle.
Dyson, Geo, Leeds, Bootmaker. Pet Jan 19. Leeds, Feb 2 at 11. Harle, Leeds.
Etherington, Richd, Clewer, Berks, no profession. Pet Jan 18. Windsor, Feb 2 at 11. Spicer, Gt Marlow.
Fyfe, Wm Wallace, Prisoner for Debt, Dorset. Pet Jan 14. Exeter, Feb 4 at 12. Lock, Dorchester.
Gregg, Eleanor, Prisoner for Debt, Durham. Adj Jan 16. Durham, Feb 8 at 12.
Hall, John Thos, Brightside Bierlow, Sheffield, Joiner. Pet Jan 12. Birm, Feb 4 at 12. James & Griffin, Birm.
Hill, Joseph, Belton, Leicester, Beerhouse Keeper. Pet Jan 17. Loughborough, Feb 5 at 10. Deane, Loughborough.
Hodges, Hy, Nottingham, Journeyman Fellmonger. Pet Jan 18. Nottingham, Feb 6 at 11. Belk, Nottingham.
Jackson, Joseph, & Chas Workman, Lpool, Shipchandlers. Pet Jan 18. Lpool, Feb 4 at 11. Cotton, Lpool.
Lord, Chas, Prisoner for Debt, Lancaster. Adj Jan 16 (for pau). Rochdale, Feb 5 at 11.
Messiter, Geo, Calne, Wilts, Grocer. Pet Jan 19. Calne, Feb 7 at 3. Bakewell, Chippenham.
Mitchell, Joseph, Newcastle-upon-Tyne, Butcher. Pet Jan 17. Newcastle, Feb 7 at 10. Keenleyside, Newcastle-upon-Tyne.
Morgan, John, Neath, Glamorgan, Builder. Pet Jan 18. Bristol, Feb 1 at 11. Ensor, Cardiff.
Moore, Chas Cooper, Harwich, Essex, Journeyman Butcher. Pet Jan 16. Ipswich, Jan 31 at 11. Pollard, Ipswich.
Nayler, Thos Sutton, Wednesbury, Stafford, Coal Merchant. Pet Nov 21. Birm, Feb 18 at 12. Free, Birm.
Parker, Thos Kite, Mongeham, Kent, Sawyer. Pet Jan 15. Deal, Feb 2 at 12.30. Mourilyan, jun, Sandwich.
Pickering, John, Wakefield, York, Joiner. Pet Jan 17. Wakefield, Feb 2 at 11. Fernandes & Gill, Wakefield.
Samuel, Jacob, Lpool, Outfitter. Pet Jan 2. Lpool, Feb 4 at 3. Gray, Lpool.
Schofield, Robt Kay, Manch, Brewer. Pet Jan 11. Manch, Feb 6 at 12. Heath & Sons, Manch.
Singleton, Wm, East Knoyle, Wilts, Tailor. Pet Jan 19. Shaftesbury, Feb 9 at 11. Chitty, Shaftesbury.
Stephenson, Appleton, Whitby, York, Solicitor. Pet Jan 18. Leeds, Feb 7 at 11. Walker & Co, Whitby.
Storey, Reuben Robt, Amlwch, Anglesea, Banker's Clerk. Pet Jan 19. Lpool, Feb 4 at 12. Francis & Almond, Lpool.
Tarry, John, Edmund, Market-hill, East Dereham, Norfolk, Beerseller. Pet Jan 19. East Dereham, Feb 5 at 11. Sadd, jun, Norwich.
Taylor, Saml, Rotherfield, Sussex, Grocer. Pet Jan 18. Tonbridge Wells, Feb 1 at 3.
Thompson, Jas, Halifax, York, Woolstapler. Pet Jan 18. Leeds, Feb 4 at 11. Cariss & Tempest, Leeds.
Tomkinson, Chas, Nantwich, Chester, Coal Retailer. Pet Jan 17. Nantwich, Feb 14 at 10. Cooke, Crewe.
Turnbull, Thos. Darlington, Durham, Hairdresser. Pet Jan 7. Darlington, Feb 2 at 11. Stevenson, Darlington.
Vallance, Richd, & Wm Bradley Vallance, Sheffield, Engineer's Tool Makers. Pet Jan 16. Sheffield, Feb 6 at 1. Micklethwaite, Sheffield.
Williams, Wm Greenhall, Hereford, Baker. Pet Jan 19. Hereford, Feb 11 at 10. Averill, Hereford.

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 18, 1867.

Hamber, Wm, Camomile-st, Bishopsgate-st, Process Server. Jan 16.
Nield, Edwd, Manch, Yarn Agent. Jan 12.
Wilding, Wm Pilkington, & Joseph Lawson Strachan, Preston, Lancaster, Cotton Spinners. Dec 27.

TUESDAY, Jan. 22, 1867.

Brading, Robt, Briddlesford, Isle of Wight, Farmer. Jan 21.